COUNCIL AGENDA
Tuesday, January 17, 2017
6:00 P..M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation To Recognize January 3, 2017 As Retirement Day For Steve McIntosh, After 20 Years Of Service As A Regional Representative For United States Senator Roy Blunt.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The Tuesday, January 3, 2017 Joplin City Council Meeting

      Documents:

      JAN 3 CC MINS.PDF

   2. COOUNCIL BILL NO. 2017-501
      AN ORDINANCE approving a Cooperative Agreement between EVC-Woodsonia Joplin, LLC, the 510 Rangeline Community Improvement District, and the City of Joplin, Missouri, to further define the project costs and rights relating to the District's Services and Projects; and, authorizing the City Manager to execute the Agreement.

9. **Resolutions**

   1. RESOLUTION NO. 2017-001
      A RESOLUTION authorizing the filing of a Eighth Amendment to the Initial Action Plan
      with the U.S Department of Housing and Urban Development as required for use of the City
      of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program
      (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf
      of the City of Joplin.

      Documents:

      RS 2017-001 - ATTACHMENT A.PDF
      RS 2017-001 - SUMMARY.PDF
      RS 2017-001.PDF

2. RESOLUTION NO. 2017-002
A RESOLUTION authorizing the filing of a Eighth Partial Action Plan with the U.S
Department of Housing and Urban Development as required for use of the City of Joplin's
Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2);
and authorizing the City Manager to execute said Partial Action Plan for and on behalf of the
City of Joplin.

Documents:

RS 2017-002 - ATTACHMENT A.PDF
RS 2017-002 - SUMMARY.PDF
RS 2017-002.PDF

## 10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-101
AN ORDINANCE approving Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed amount of Sixty-Eight Thousand Nine Hundred Twenty Three and No/100 Dollars ($68,923.00) for engineering services associated Digesters at the Turkey Creek Wastewater Treatment Facility and containing an emergency clause.

Documents:

CB 2017-101_SUMMARY SHEET DIGESTER REHAB.PDF
ATTACHMENT 1 AND 2 TO EXHIBIT A AMA-OC-002 REV 12-22-2016.PDF
COMPLETE WAA AMA-OC-002 REV.PDF
CB 2017-101.PDF

2. COUNCIL BILL NO. 2017-102

ORDINANCE approving the purchase of property at 2705 S. Joplin Avenue, for the 28th and Main Storm Water Improvement Project, in the City of Joplin, Jasper County, Missouri and authorizing the payment of Eight Thousand and 00/100 Dollars ($8,000.00) and containing an emergency clause.

Documents:

CB 2017-102 SCHUBER MITCHELL.PDF
CONTRACT SCHUBER MITCHELL.PDF
CITYPURCHASE2705SJOPLINAVE.PDF
SUMMARY FOR 2017-102.PDF

3. COUNCIL BILL NO. 2017-103
AN ORDINANCE approving a Cost Share Agreement with the Kansas City Southern Railway Company improvements to the at-grade crossing near 4th Street and Grand Avenue; and authorizing the City Manager to execute said agreement; and containing an emergency clause.

Documents:

CB2017-103 SUMMARY SHEET.PDF

CB2017-103 MAP.PDF
CB2017-103 AGREEMENT.PDF
CB2017-103 COUNCIL BILL.PDF

4. COUNCIL BILL NO. 2017-104
AN ORDINANCE approving an amended agreement with Olsson Associates (JET) not to exceed Twenty Nine Thousand and no/100 Dollars ($29,000.00) for Additional Engineering Services Associated with the Mohaska Trail Improvements from 26th & Mc Clelland to Main Street Project and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2017-104.PDF
AMEND WORK AUTH 2017-104.PDF
TRAIL - MAP.PDF
CB - 2017-104 - JET.PDF

5. COUNCIL BILL NO. 2017-350
AN ORDINANCE approving the contract by and between the City of Joplin and Mid America Environmental for the asbestos removal located at 1013 & 1015 W. 8TH ST. 727 ½ & 729 S. Murphy Ave. in the City of Joplin, Missouri, for the amount of Four Thousand Three Hundred and 00/100 Dollars (4,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-350 - BID.PDF
CB 2017-350 - PIC.PDF
CB 2017-350 - SUMMARY.PDF
CB 2017-350.PDF

6. COUNCIL BILL NO. 2017-352
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1013 & 1015 W. 8TH ST. 727 ½ & 729 S. Murphy Ave. in the City of Joplin, Missouri, for the amount of Seven Thousand Two Hundred Forty-Nine and 00/100 Dollars (7,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-352 - BID.PDF
CB 2017-352 - PIC.PDF
CB 2017-352.PDF
CB 2017-352-SUMMARY.PDF

7. COUNCIL BILL NO. 2017-353
AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area and located at 2318 W. 4TH St. in the City of Joplin, Missouri, for the amount of One Thousand One Hundred and 00/100 Dollars (1,100.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-353 - PICTURES.PDF
CB 2017-353 - SUMMARY.PDF
CB 2017-353 BID TAB.PDF
CB 2017-353.PDF

8. COUNCIL BILL NO. 2017-354
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 905 S. Monroe in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred and Forty-Nine 00/100 Dollars (2,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-354 - SUMMARY.PDF
CB 2017-354.PDF
CB 2017-354-BID TAB.PDF
CB 2017-354-PICTURES.PDF

9. COUNCIL BILL NO. 2017-355
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area and located at 1701 Bird Ave & 914 W. 17TH St. in the City of Joplin, Missouri, for the amount of Three Thousand One Hundred and Ninety-Nine 00/100 Dollars (3,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-355- BID.PDF
CB 2017-355 -SUMMARY.PDF
CB 2017-355.PDF
CB 2017-355-PICTURES.PDF

10. COUNCIL BILL NO. 2017-502
AN ORDINANCE authorizing the escrow of funds sufficient to pay the outstanding Refunding Certificates of Participation, Series 2012, of the City of Joplin, Missouri, and authorizing certain documents and actions in connection therewith; amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, containing an emergency clause.

Documents:

CB 2017-502 - SUMMARY ADVANCE REFUNDING OF CITY HALL COPS.PDF
CB 2017-502 ADVANCE REFUNDING SERIES 2012 CITY HALL COPS ORDINANCE.PDF
CB 2017-502 ESCROW TRUST AGREEMENT.PDF
CB 2017-502 SOURCES AND USES OF FUNDS.PDF
CB 2017-502 BUDGET AMENDMENT ADVANCED REFUNDING COPS.PDF

11. COUNCIL BILL NO. 2017-503
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19,

2015, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-503 SUMMARY FY 2016 BUDGET ADJUSTMENT.PDF
CB 2017-503 FY 2016 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-503 FY 2016 BUDGET AMENDMENT JANUARY 17 2017.PDF

12. COUNCIL BILL NO. 2017-504
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-504 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2017-504 FY 17 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-504 FY 2017 BUDGET AMENDMENT JANUARY 17 2017.PDF

**11. Ordinances - First Reading**

**12. Ordinances - Second Reading And Third Reading**

1. COUNCIL BILL NO. 2017-500

AN ORDINANCE approving a Petition to Establish the 510 Rangeline Community Improvement District and creating the 510 Rangeline Community Improvement District.

**13. Unfinished Business**

**14. New Business**

1. CASE 001-17
5211 South Main Street - A request for a Site Plan Review for the construction of a skilled nursing facility - Ball Ventures.

Documents:

CASE 001-17.PDF

2. News From The PIO

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

**Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)**

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES January 3, 2017

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America –led by Mr. West.

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw, Phil Stinnett, Jim West and Mayor Seibert. Also in attendance were City Manager Sam Anselm and Assistant City Attorney Jordan Paul. Absent: Ryan Stanley.

PRESENTATIONS

REPORTS AND COMMUNICATIONS

FINALIZATION OF CONSENT AGENDA – Mr. Stinnett asked that Council Bill No. 2016-293 be removed from the Consent Agenda and placed on Second and Third Reading. There being no further business to come before the Council, the Consent Agenda was finalized.

CITIZEN REQUESTS AND PETITIONS
Josie Richardson, 875 Clark, Oronogo, addressed Council concerning her reasons to allow a love lock bridge or other permanent spot for couples to leave locks. She believes it will bring people to Joplin and build the economy and small businesses.

PUBLIC HEARINGS
Public Hearing Procedures read by Assistant City Clerk Barbara Gollhofer.

Public Hearing for the Community Improvement District – 510 Range Line Road. Finance Director Leslie Haase introduced this item. Brett Roubal, 4640 Stonebrook Court, Springfield, MO, also appeared to present information for this item. He is the attorney for the developer.

Mayor Seibert opened the public hearing for this item.

No one appeared in favor or against this item.

The public hearing was closed.
Finance Director Leslie Haase read the Exhibit List for the 510 Rangeline Road CID. It contains:

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

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

1. Petition for the Creation of 510 Rangeline Community Improvement District (Filed on December 16, 2016)
2. City Clerk Verification stating that the Petition substantially complies with the CID Act.
3. Affidavit of Publication of the Notice of Public Hearing (published on December 21, 2016 and December 28, 2106)
4. Certified Return Receipts and copy of the notice mailed to the Property Owners within the proposed District (mailed on December 16, 2016)
5. Blight Study dated October 6, 2016, prepared by Valbridge Property Advisors

Motion by Mr. West, second by Mr. Shaw to accept the exhibits into record as presented. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stinnett, West and Seibert 8. Absent: Stanley, 1.

CONSENT AGENDA – Motion by Mr. Shaw, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stinnett, West and Seibert 8. Absent: Stanley, 1.

Minutes of the December 19, 2016 Council Meeting

AMENDED COUNCIL BILL NO. 2016-530 - AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2017-001**

RESOLUTIONS

ORDINANCES – EMERGENCIES

Mr. Stinnett introduce COUNCIL BILL NO. 2017-100 - an ordinance approving Work Authorization AMA Rehab '15 & '16 SS – 3 for Allgeier Martin & Associates Inc. in the not to exceed amount of Twenty-four Thousand Nine Hundred and No/100 Dollars ($24,900.00) for engineering services associated with Existing Lift Station Pump Control Panel Replacement and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2017-100 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stinnett, West and Seibert 8. Nays: 0, Absent:1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-002**

Mr. Shaw introduced COUNCIL BILL NO. 2017 – 351 - an ordinance approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 1921 Perkins in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Forty-nine and 00/100 Dollars (1,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-351 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stinnett, West and Seibert 8. Nays: 0, Absent:1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-003**

ORDINANCES – FIRST READING
Mr. West introduced COUNCIL BILL NO. 2017-500 - an ordinance approving a Petition to Establish the 510 Rangeline Community Improvement District and creating the 510 Rangeline Community Improvement District. Motion by Mr. West, second by Stinnett to pass Council Bill No. 2017-500 on First Reading and advance to Second and Third reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stinnett, West and Seibert 8. Nays: 0, Absent:1, Stanley. The Council Bill was read as **Council Bill No. 2017-500.**

Mr. West introduced COUNCIL BILL NO. 2017-501 - AN ORDINANCE approving a Cooperative Agreement between EVC-Woodsonia Joplin, LLC, the 510 Rangeline Community Improvement District, and the City of Joplin, Missouri, to further define the project costs and rights relating to the District's Services and Projects; and, authorizing the City Manager to execute the Agreement. Motion by Mr. West, second by Mr. Stinnett to pass Council Bill No. 2017-501 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stinnett, West and Seibert 8. Nays: 0, Absent:1, Stanley. The Council Bill was read as **Council Bill No. 2017-501.**

ORDINANCES – SECOND AND THIRD READING

NEW BUSINESS:
Appointments/Reappointments to Boards and Commissions
Motion by Mr. Stinnett, second by Mr. Shaw to approve the following boards/commissions reappointments:

Capital Improvements: James Richards
Capital Improvements: Dewayne Patton
JRC: John Hipple
JSA: Mark Turpen
Personnel: Sherry Surface
Solid Waste: Alicia Rodriguez
Solid Waste: Patty Overman
Tax Increment Finance Commission: Ron Gatz
Traffic Commission: Eric Wood

The following appointments were approved by the City Council:

Building Board of Appeals: Mark Callihan
CVB: Lynn Weathers (Retail rep)
CVB: Mike Greninger (Hotel rep)
Housing Authority: Edith Triplett
JSA: Roger Doman
Library: Mary Gaarder
Solid Waste: Andrew Whitehead

Two applicants were nominated for the Attractions vacancy on the CVB, but the motion failed due to no one receiving a majority of votes.

News from the PIO
Just a reminder for those traveling along Main Street – please watch for lane closures between 14th and 29th Streets. This work will continue through March 31, as Missouri American Water relocates water lines along Main Street in anticipation of the scheduled roadway improvements. Drivers should use caution in these areas and may want to utilize alternate routes during this period. Drivers should also be aware of other road closures along arterial and collector roads throughout Joplin. Currently the City has a contractor making adjustments to many of the manhole covers, raising them to bring them to the street level along our main roads. These are short-term closures on the individual roads, yet we understand the inconvenience they can cause to drivers. We encourage citizens to check the City's website or Facebook page for updates on the closure locations.

Although it's a little cold out, that's no reason to stay at home. Check out the variety of fun things our Parks and Recreation department has planned in upcoming weeks, including craft time for the kids and the Annual Daddy Daughter Date Night. Tickets are now being sold for Date Night, which will be held on February 17 and 18. This is a fun time for dads to treat their favorite gal to an evening of music, dancing, games, buffet dinner, and prizes. A complimentary professional picture is included in the ticket price to commemorate the evening. Tickets are $35 per couple and can be purchased from the Joplin Athletic Complex. For more information about this event, go to Joplinparks.org or the City's website joplinmo.org

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, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Shaw, second by Mr. West to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stinnett, West and Seibert 8. Nays: 0, Absent:1, Stanley.

There being no further business the meeting adjourned at 7:18. p.m.

Submitted,

Barbara J. Gollhofer

Barbara J. Gollhofer, MRCC, Assistant City Clerk

# ATTACHMENT A

**AMENDMENT #8 – January 17, 2017**

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

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the first round of funding ($45,266,709). A submission of this amendment will been made to the U.S. Department of Housing and Urban Development (HUD).

## INFRASTRUCTURE

## Storm-Water Improvements

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$0.00~~ $500,000.00 |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Design for a project to result in the completion of 23 separate Improvement/Facility Projects |

**Basis for Allocation**

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

## 20th/Main Street Improvements

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | $ 2,324,040.20 |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Ongoing infrastructure construction |

**Basis for Allocation**

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design activities necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015 along with the other ongoing infrastructure-related design activities within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin.

The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian-friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles.

The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20th Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

## HOUSING

### Joplin Housing Authority Tenant Based Rental Assistance

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$290,000.00~~ $65,959.80 |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Provide financial assistant to Joplin's Section 8 voucher program |

**Basis for Allocation**

As a result of the May, 2011 tornado, Joplin's housing stock including its Section 8 voucher program, was severely impacted. In regards to the Section 8 program, 85 voucher-holders were displaced. Since the tornado, new housing units have gradually been added to Joplin's inventor; however many of these are more costly as Joplin's rental market evolves. Compounding the issue, during its recovery, the Joplin Housing Authority experienced a decrease in its "fundable" voucher population due to the lack of available units. As a result of this decrease, the voucher budge provided to the City also decrease, despite the needs of additional households that were displaced.

Therefore, HUD through the Community Development Block Grant Program – Disaster Recovery and through the Public and Indian Housing Program have granted waivers to allow CDBG-DR funds to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Tenant-based rental assistance will be assisted with a maximum of $290,000.00 in CDBG-DR funds within a two year period.

**CDBG Eligibility and National Objective**

This Activity is eligible under 570.207(4) as waived (Income Payments), and will utilize the National Objectives of Low and Moderate Income Clientele.

**Long-term Recovery from Specific Disaster**
The long-term benefit gained from this project will result in the restoration of Section 8 voucher-holders to pre-tornado levels.

## Joplin Homebuyer Assistance Program (J-HAP)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$19,750,000~~ $17,950,000 |
| Geographic Area: | City of Joplin: Tornado Area |
| Performance Outcomes: | Allocation of homeownership to LMI residents throughout the destruction area. |

**Scope**
The majority of the properties in Joplin that were affected by the May 20, 2011 tornado were residential properties that included a variety of single and multi-family homes as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.
The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 4,000 dwellings were destroyed with an additional 3,500 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.
A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. Much of the single-family home housing stock that was destroyed by the tornado was older, lower priced homes. There is now a shortage of lower to moderately priced homes in the Joplin area and many of the available homes are new construction with high price tags. The primary objectives of the City of Joplin's Homebuyer Assistant Program (J-HAP) are:

- To disburse a portion of the City's Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds for homeownership programs to repopulate the tornado affected area;
- To increase the number of affordable housing units in the City;
- To improve the opportunities for homeownership for Low and Moderate Income (LMI) families.

The table below shows the population and funding break-down available through J-HAP to the City of Joplin residents.

| *Population* | *Property Type* | *% of Down-Payment Assistance* | *CAP* |
|---|---|---|---|
| ***LMI*** | Existing | 20 | $30,000 |
| ***LMI*** | New Build | 30 | $35,000 |
| ***Urgent Need*** | Existing | 20 | $30,000 |
| ***Urgent Need*** | New Build | 20 | $30,000 |

As of 11/20/15 there have been 406 home closings (35% of these homes have been provided to LMI families). The subsidy may be used to fund up to 20% of down payment assistance, up to 30% for qualified LMI covering 100% of the primary lender requirements and/or 100% of the:

- Reasonable closing costs
- Acceptable loan terms are 15-30 years with loan fully amortized at the end of the loan period, and ARM's are acceptable
- The additional $7,000,000.00 in funding will be used to further facilitate the repopulation of the tornado area by providing more affordable housing for Low-Moderate income residents

**Basis for Allocation**

Due to the success of this program, the City has been able to provide over 400 affordable homes within the tornado affected area. The program has helped the City stabilize and minimize population loss, encourage population growth and provide financial incentives to low and moderate income families that live within the tornado impacted area. The additional funds added to this program will provide direct home-ownership opportunities to approximately 220 additional households.

**CDBG Eligibility and National Objective**

This activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels.

## PLANNING & ADMINISTRATION

### Program Administration & Planning

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$5,554,909~~ $4,754,909 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A |
| Start/End Dates: | Ongoing |

Performance Outcomes: Support grant management and execution

**Basis for Allocation (Administration)**
All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

**Basis for Allocation (Planning)**
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

**CDBG Eligibility**

These activities are eligible under Program Administration and Planning.

# COMMUNITY DEVELOPMENT BLOCK GRANT
# DISASTER RECOVERY – ROUND I

# AMENDMENT #8 TO INITIAL ACTION PLAN FOR THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Supplemental Appropriations Act, 2011
(Public Law 112-55)
U.S. Department of Housing and Urban Development
Docket No. FR-5628-N-01
[Federal Register: April 16, 2012 (Volume 77, Number 73)]

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# I. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development ("HUD") requires the City of Joplin ("Joplin" or "the City") to submit an Action Plan for Community Development Block Grant – Disaster Recovery ("CDBG-DR") program as the main condition to the City's receipt of $45,266,709 of federal funding under the Supplemental Appropriations Act, 2012 (the "Act") (Public Law 112-55). The Act provided $400 million in CDBG-DR funds for purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) The City of Joplin's grant number for Round I funding is B-12-MT-29-0001.

This Action Plan provides an assessment of the need for the funding and the City's public outreach, citizen participation, and Capital Planning processes. This Action Plan also describes the programs and activities for which the funding is intended to be used. The City's intended programs and projects fall within the CDBG-DR Program's Activity classifications including: Housing, Infrastructure, Economic Development, and Public Services. A portion of the funds will be used for Planning and Administration of the City's CDBG-DR Program, as permitted by HUD. In addition, all expenditures of the funds, other than Administration and Planning, will meet at least one of the three federally-mandated national objectives: low- and moderate income benefit; elimination of slum and blight; and urgent need. The City of Joplin will also ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low- and moderate–income ("LMI") persons.

All funding will be in compliance with the federal requirements set forth in public notices released by HUD on April 16, 2012, in the Federal Register at Vol. 77, No. 73, Page 22583 entitled: "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under the Department of Housing and Urban Development Appropriations Act, 2012" (FR–5628–N–01).

This Amendment #7 will reallocate a total of $4,750,000 to the Senior Center and $4,959,000 to the Crossroads Industrial Park Phase II Activities. It will also add a total of $2,428,200 to the Planning and Administration activities. These funds will be moved from a combination of Trail Construction, Sidewalk Reconstruction/Construction, Tree Planting, Storm-water Improvements, SPARK, Mixed-Income Multi-Family Residential, Single Family Rehabilitation, and FEMA THU relocation activities.

# II. INTRODUCTION

On Sunday, May 22, 2011, a catastrophic Enhanced Fujita-5 (EF-5) tornado struck the City of Joplin, Jasper County, and Newton County in southwest Missouri in the late afternoon. With winds in excess of 200 miles per hour (mph), the ¾-mile-wide tornado cut a 6-mile path of destruction through central Joplin. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Thousands of structures were destroyed or damaged, from single family homes to apartment buildings to large retail and public buildings, including St. John's Regional Medical Center, the Home Depot, and Wal-Mart.

In the aftermath of the tornado, emergency responders and the public began conducting search and rescue operations in damaged buildings and provided medical care and shelter for survivors. The tornado overwhelmed the capabilities of the City of Joplin, Jasper County, and Newton County, requiring a massive response from Federal, State, county, local, private sector, non-profit, and voluntary organizations. Personnel from more than 400 public safety organizations deployed to Joplin to assist with response and recovery operations.

The tornado caused severe damage to the City's housing, business, infrastructure, and public service sectors. The devastation caused by the tornado emphasizes the need for a thoughtful and comprehensive long-term recovery process. This Action Plan was developed after soliciting considerable input from affected communities and stakeholder groups beginning immediately after the disaster with the Citizens Advisory Recovery Team (CART) Plan and Comprehensive Plan 2012 and ultimately concluding with the City of Joplin's Capital Plan.

To address the extensive devastation caused by the tornado in these various sectors, the City proposes a range of programs to provide relief, detailed in Section VIII – Program Descriptions. Amendments to this Action Plan will be necessary at different points throughout the long-term recovery. As additional needs are identified and prioritized or additional CDBG-DR monies are allocated to the City of Joplin by HUD, new programs may be added or existing programs may be altered in a manner necessitating amendment. Action Plan amendment protocol are described in section VI – Programmatic Procedures.

# III. IMPACTED AREA

The tornado initially touched down just east of the Kansas state line near the end of 32nd Street at 5:34 pm CDT and headed due east, downing severely trees at EF0 intensity. The widening tornado then tracked into the more densely populated southwest corner of Joplin, near the Twin Hills Country Club. Several homes were heavily damaged at EF1 to EF2 strength at a subdivision in this area. The tornado continued to strengthen as it ripped through another subdivision just east of Iron Gates Rd.

The now massive wedge tornado then crossed S. Schifferdecker Ave, producing its first area of EF4 damage as several small commercial buildings were flattened. Consistent EF4 to EF5 damage was noted east of S. Schifferdecker Ave and continued through most of southern Joplin. Damage became remarkably widespread and catastrophic at the nearby St. John's Regional Medical Center. The hospital lost many windows, interior walls, ceilings, and part of its roof, and its life flight helicopter was also blown away and destroyed. Six fatalities were reported there, and the nine-story building was so severely damaged that it was deemed structurally compromised, and was later torn down. The tornado also affected neighborhoods near McClelland Boulevard and 26th Street, with houses being damaged and some being swept completely away.

As the tornado tracked eastward, it maintained EF5 strength as it crossed Main Street between 20th and 26th Streets. Virtually every business along that stretch was heavily damaged or destroyed. Entire neighborhoods were leveled in this area with some homes swept away. The storm tracked just south of downtown, narrowly missing it.

As the tornado crossed Connecticut Ave. further to the east, it destroyed several large apartment buildings, Dillon's grocery, and a local bank. The tornado then approached Range Line Road, the main commercial strip in the eastern part of Joplin, flattening additional neighborhoods along 20th Street.

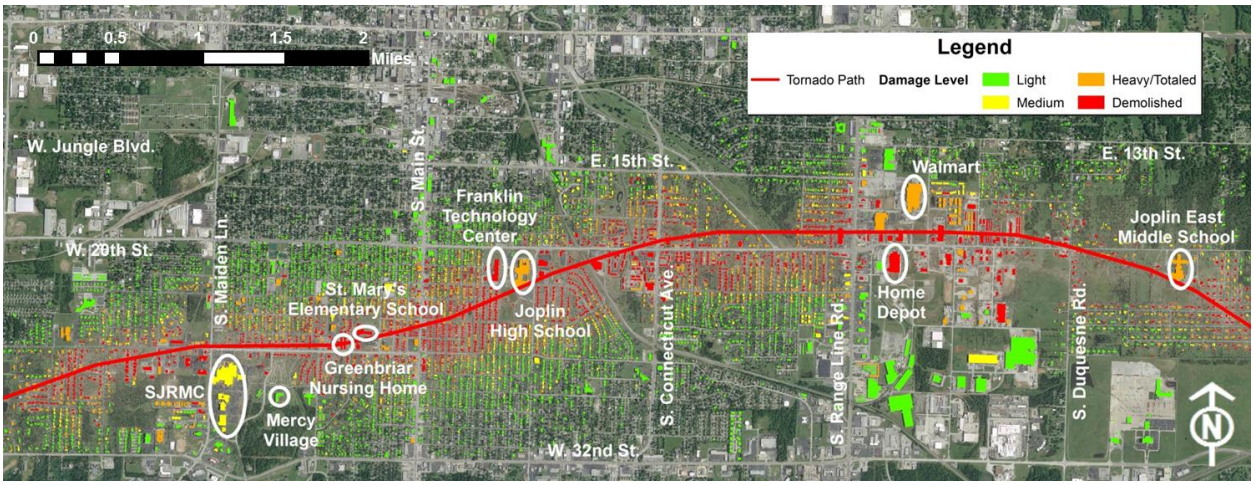
The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59, a Home Depot store, and numerous other businesses and restaurants in this area. Many fatalities occurred in this area, and damage was rated as EF5.

Extreme damage continued in the area of Duquesne Road in southeast Joplin. Many houses and industrial/commercial buildings were devastated in this area as well. The last area of EF5 damage occurred in the Crossroads industrial park. Many homes were destroyed further to the east at EF3 to EF4 strength in a nearby subdivision, and East Middle School sustained major damage.

The tornado then continued on an east to east-southeast trajectory towards Interstate 44 where it weakened. Nonetheless, vehicles were blown off the roadway and mangled near the U.S. Route 71 interchange. The damage at and around the interchange was rated EF2 to EF3. The weakening tornado continued to track into the rural areas of southeastern Jasper County and northeastern

Newton County where damage was generally minor to moderate, with trees, mobile homes, outbuildings, and frame homes damaged mainly at EF0 to EF1 strength. The tornado lifted east of Diamond at 6:12 pm CDT according to aerial surveys. The tornado's total track length was at least 22.1 miles long.

The map below depicts the path of the Tornado through the City of Joplin as well as damage levels to critical facilities including hospitals and medical centers, schools, and shopping centers.



# IV. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild.

The following needs assessment and proposed allocation is based on the best currently available data and may be adjusted during a future amendment to the Action Plan.

## HOUSING IMPACT AND UNMET NEEDS

As a result of the May 22, 2011 tornado, several residential properties were severely impacted, which included a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 3,500 dwellings were destroyed with an additional 4,000 were damaged, affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. The immediate housing needs that were identified by the City and FEMA resulted in the placement of 586 Temporary Housing Units (THUs) throughout the community. It became clear very quickly that the regional housing market could not provide for the affected households. The temporary solution of FEMAs THUs was crucial in housing families after the storm; however, these were families that would need permanent housing solutions.

Shortly after the tornado, the City of Joplin commissioned a comprehensive Housing Study to assess the situation. This initial assessment helped the City of Joplin to immediately capture its needs so that the rebuilding process could begin without delay. Based on the results of this assessment the City of Joplin programmed its Round 1 funding with what it believed would address the housing unmet needs. The agreed upon activities included single family homeownership direct assistance, mixed-income multi-family residential, and single family rehabilitation.

In 2012 the City of Joplin was awarded a second round of funding through the CDBG-DR program. With the new funding the City needed to update the City's initial Housing Impact Assessment. The City commissioned Novogradac to complete a second Housing Study to get a more accurate picture of the housing needs at that point in time. With this study the City conducted its own analysis based on City's Building Permit Data, Aerial Photography, School enrollment data, and Utility service data. The City of Joplin determined that there was still a need

for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with moderate income, and replacement and rebuilding of owner-occupied homes.

In 2014, to ensure that the CDBG-DR funding was being used to most effectively address the Housing unmet needs, the City of Joplin contracted Bowen National Research to conduct an updated Housing Assessment. From the study a list of key recommendations was compiled and presented to the City. These recommendations included:

1. Residential Development Efforts Should Focus on Specific Areas
2. Encourage and Support Adaptive Reuse of Vacant Structures
3. Support Efforts to Renovate/Repair/Maintain Existing Housing
4. Support and Expand First-Time and Low-income Homebuyer Programs
5. Encourage the Development of Diverse Housing Products
6. Monitor the Performance and Impact of Housing Product in the Development Pipeline
7. Encourage Private-Sector Residential Development Involvement

As well these seven general recommendations, more specific targets were identified as part of this study. The study showed that the largest group of citizens looking to purchase households will be with incomes under $25,000 and the greatest growth is projected to be among the older adult population age 55 and older. With these updated statistics, the City has been able to develop Action Plan Amendments to allocate funds to effectively address the housing unmet need, however a significant need still exists for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with low to moderate income, and replacement and rebuilding of owner-occupied homes.

## INFRASTRUCTURE IMPACT AND UNMET NEEDS

Since the initial assessment of infrastructure damages described in detail below and provided in previous amendments, several subsequent assessments of the City's infrastructure needs have been conducted, including a reallocation of funds during the City's Capital Planning process. As a result, a significant portion of the City of Joplin's CDBG-DR Round II funds will be applied toward public infrastructure improvements. The only infrastructure projects that will remain in Round I will be the Trails Reconstruction/Construction. The following text was included in previous amendments and reflects the needs identified immediately after the disaster.

An assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado was performed by the City's Public Works Department with the initial FEMA assistance was considered. The three main infrastructure elements that need additional assistance at this point are Sidewalks, Trails, and Trees.

The assessment for damaged sidewalks resulted in a conservative estimate need of $2,500,000. The City did receive $117, 897 from FEMA for Sidewalk repair; however, the budget for this item remains at $2,500,000 to include a small amount for contingencies.

An important goal that was a result of the CART process was to incorporate more trails for the purpose of alternative forms of transportation. The City will use the construction of sidewalks along with the construction of trails to provide a safe means of transportation. The aim of this

project will be to ensure that people of all income levels have access to the resources of the community through linking the damaged neighborhoods to each other and to the commercial and cultural resources of the City. The initial estimates for restoring trails in Parr Hill and Campbell Parks as well as adding connections from these parks to other resources totaled approximately $2,200,000.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a hodgepodge variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Expected costs can be about $15/tree/month for a minimum of 5 months/year, or $150/tree. Such companies expect to be hired to plant the tree to ensure accordance with planting standards, about $100/tree. So each tree costs, with all tallied, about $350. The proposed CDBG funds would provide funds for approximately 6,333 ROW trees. This amount is estimated to be the excess need after all current funds and donations are considered. These numbers do not include trees that people go out and buy themselves.

## ECONOMIC IMPACT AND UNMET NEEDS

The May 2011 disaster affected the local economy by displacing residents and employees, and damaging and destroying infrastructure. The path of the tornado crossed several of the commercial corridors in the City of Joplin which had a substantial effect on the local economy. 553 businesses were destroyed or severely damaged by the storm.

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have been rebuilt since the time of the disaster.

The community continues to have an ongoing need for economic development to stimulate the economy. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, access to public transportation, and competitive operating costs. The City has a permanent population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming.

In addition, a key aspect of Joplin's recovery is employing the unemployed and upgrading the skill sets of the underemployed. There is a need to fill gaps in the area's workforce, provide better-skilled workers and appropriate infrastructure to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living.

## ASSISTANCE EXPECTED/RECEIVED

The predominant funding sources available to the City of Joplin and its residents outside of CDBG-DR are the Federal Emergency Management Agency (FEMA) and private insurance.

**FEMA Assistance (as of December 7, 2015):**

Individual Assistance (IA) and Small Business Administration (SBA):

- Nearly $21 million in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to 586 households occupying temporary housing units, among 15 sites throughout the metro Joplin area. 586 households (100%) have moved out of FEMA temporary housing and into longer term or permanent housing.
- FEMA has provided more than $4.8 million to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than $43.4 million in low-interest disaster loans for 521 tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.
    1. 417 low-interest disaster loans to homeowners for $26.8 million
    2. 100 low-interest disaster loans to businesses for $16.4 million
    3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance (PA):

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.
- FEMA expects to spend nearly $150 million in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. About $20 million of this amount will help fund eligible recovery costs for the City of Joplin; about $2.5 million for the City of Duquesne. So far, about $97.5 million has been paid to the State of Missouri for disbursement to 25 eligible entities, including local governments, school districts and critical facilities such as hospitals.
    - As of this Amendment to the Initial Action Plan, the city of Joplin has received $2,959,521.90 in FEMA Public Assistance.

## Insurance Statistics

**Losses as of October 31, 2012:**

*Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration*

| Line of Business | Claims Received | Claims Expected | Losses Paid | Losses Incurred |
|---|---|---|---|---|
| Commercial Property | 2,142 | 2,159 | $986,829,440 | $1,320,220,325 |
| Residential Property | 8,647 | 8,784 | $535,724,886 | $554,388,779 |
| Commercial Auto | 309 | 309 | $4,377,076 | $4,783,049 |
| Private Auto | 6,982 | 7,117 | $47,898,047 | $51,084,766 |
| Other Commercial | 313 | 315 | $15,031,287 | $19,210,900 |
| **Total** | **18,393** | **18,683** | **$1,589,860,736** | **$1,949,687,819** |
| County Mutuals | 1,477 | 1,516 | $61,789,887 | $67,876,781 |
| **Total** | **19,870** | **20,199** | **$1,651,650,623** | **$2,017,564,600** |

# V. PLANNING EFFORTS

## LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, the City of Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as floodplains. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances.

## COORDINATED PLANNING

The City of Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. This process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen-driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are taken directly from either the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended projects were the result of numerous Town Hall meetings, public-comment booths at community events, and a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been continuously implemented through many different avenues.

One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado, and the CART process was used as a springboard to ensure that the City's new comprehensive plan effectively leveraged opportunities presented by the tragedy as well as respecting efforts of the citizens that were put forth in the CART plan.

The city staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included additional citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years as there is a strong coordination between this CDBG-DR Action Plan and the 2012 Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the Metropolitan Planning Organization (MPO) for the region, and coordination with this group has also been consistent.

In the spring of 2015, the City of Joplin initiated the re-evaluation of the community's proposed projects in their latest Action and Recovery Plans eligible for CDBG-DR funds. As a part of the development of the Capital Plan, City staff solicited project proposals and met with interested stakeholders to discuss ongoing, proposed, and potential new projects to be considered for CDBG-DR funding.

Following meetings with City staff and extensive community outreach meetings to gain further knowledge of the proposed projects, the first step of the Capital Plan process was to develop project execution plans. These plans included critical project information such as scope, budget, schedule, stakeholders, CDBG-DR eligibility, performance outcomes, and proposed benefits and risks associated with proposed services to be provided.

The next step in the Capital Plan process was developing a system to rank the projects, and subsequently performing the project ranking. A series of interactive workshops were held with City Staff and City Council. Two workshops were held with City Staff to discuss the projects and rank them. City Council voted to confirm a list of projects to be funded by the CDBG-DR program.

Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

## LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has allocated other fund sources to as much of these areas as possible. In locations where projects may fall outside of LMI areas, the City has made every effort to secure other local, state, or other funding and resources that will be leveraged to complete the overall recovery in these activities.

## USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

## PLANS TO MINIMIZE DISPLACEMENT

The City will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

# VI. PROGRAMATIC PROCEDURES

## PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. All program income will follow the regulations set out in 24 CFR 570.504.

## MONITORING STANDARDS AND PROCEDURES

### Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA;

other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its sub-recipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

**Continual Quality Assurance**

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

**Internal Audit Function w/ responsible Audit staff**

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform sub-recipient monitoring in accordance with program requirements. As part of this compliance and monitoring, sub-recipients will be contacted according to the terms of their sub-recipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

> *SCHEDULE OF EVENTS* – The usual schedule of events for CDBG monitoring visits will be as follows:
>
> 1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the sub-recipient.
> 2. The on-site monitoring visit is conducted, and consists of the following:
>    a. Conference

b. Documentation, data gathering and analysis

A letter is sent to the sub- recipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the sub-recipient. If the CDBG Program staff deems necessary, requests may be made of the sub-recipient to ensure compliance with all applicable rules and regulations of the program.

## PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Sub-recipients who have received $750,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described below. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non- compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

## INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The City of Joplin hired a grant administrator and is currently overseeing and working alongside the administrator to manage the CDBG-DR funds. The City also set aside funds to hire supplemental staff to assist in managing the CDBG-DR grants. It is possible that CDBG-DR funds could be used to hire additional staff if determined necessary in the future.

## SUBSTANTIAL AMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation of reallocation of more than $1,000,000.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and will be prepared to receive comments for a period of 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor

amendments, the City of Joplin will inform the Kansas City Field Office and update projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo will be provided to the Joplin City Council for their information. Finalized amendments will be posted on the City's website.

# VII. BUDGET ALLOCATION CHART

| Projects | Initial Action Plan | Amendment # 1 | Amendment #2 | Amendment #3 | Minor Amendment #4 | Amendment #5 | Minor Amendment #6 | Amendment #7 | Amendment #8 | Total Funded to Date |
|---|---|---|---|---|---|---|---|---|---|---|
| **Action Plan Date** | **7/17/2012** | **4/11/2013** | **4/7/2014** | **11/17/2014** | **7/20/2015** | **7/20/2015** | **11/6/2015** | **12/7/2015** | | |
| **Infrastructure Activities** | | | | | | | | | | |
| Joplin Senior Center | $- | $- | $- | $- | $- | $- | $- | $4,750,000.00 | $- | $4,750,000.00 |
| Trail Construction | $2,000,000.00 | $- | $- | $- | $- | $- | $- | ($800,000.00) | $- | $1,200,000.00 |
| Sidewalk Reconstruction/ Construction | $2,500,000.00 | $- | $- | $- | $- | $- | $- | ($2,500,000.00) | $- | $0.00 |
| Tree Planting | $2,000,000.00 | $- | $- | $- | $- | $- | $- | ($2,000,000.00) | $- | $0.00 |
| Storm-water Improvements | $- | $- | $- | $1,000,000.00 | $- | $- | $- | ($1,000,000.00) | $500,000.00 | $500,000.00 |
| 20th/Main Street Improvements | $- | $- | $- | $- | $- | $- | $- | $- | $2,324,040.20 | $2,324,040.20 |
| **Sub Total** | **$6,500,000.00** | **$0.00** | **$0.00** | **$1,000,000.00** | **$0.00** | **$0.00** | **$0.00** | **($1,550,000.00)** | **$2,824,040.20** | **$8,774,040.20** |
| | | | | | | | | | | |
| **Economic Development** | | | | | | | | | | |
| Crossroads Industrial Park Phase 2 | $- | $- | $- | $- | $- | $- | $- | $4,959,000.00 | $- | $4,959,000.00 |
| Future Economic Development Activity | $- | $- | $- | $- | $- | $- | $- | $2,050,000.00 | $- | $2,050,000.00 |
| SPARK - Performing Arts/Depot Renovation | $5,390,000.00 | $- | $- | $- | $- | ($2,760,000.00) | ($541,000.00) | ($2,089,000.00) | $- | $0.00 |
| Crossroads Industrial Park Phase 1 | $- | $- | $- | $- | $- | $1,200,000.00 | $541,000.00 | $- | $- | $1,741,000.00 |
| **Sub Total** | **$5,390,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **($1,560,000.00)** | **$0.00** | **$4,920,000.00** | **$0.00** | **$8,750,000.00** |
| | | | | | | | | | | |
| **Housing Activities** | | | | | | | | | | |
| Mixed-Income Multi-Family Residential | $9,000,000.00 | $- | $- | ($4,500,000.00) | $- | $- | $- | ($4,500,000.00) | $- | $0.00 |
| Single Family Rehabilitation | $1,500,000.00 | $- | $- | $- | $- | $- | $- | ($1,250,000.00) | $- | $250,000.00 |
| FEMA THU Relocation | $- | $60,000.00 | $- | $- | $- | $- | $- | ($48,200.00) | $- | $11,800.00 |
| Single Family Homeownership Direct Assistance | $12,750,000.00 | $- | $- | $- | $- | $7,000,000.00 | $- | $- | ($1,800,000.00) | $17,950,000.00 |
| Land Acquisition/ Assemblage | $8,000,000.00 | ($60,000.00) | ($500,000.00) | ($1,000,000.00) | ($1,000,000.00) | ($5,440,000.00) | $- | $- | $- | $0.00 |
| Joplin Affordable Senior Housing | $- | $- | $- | $4,500,000.00 | $- | $- | $- | $- | $- | $4,500,000.00 |
| Joplin Housing Authority Tenant Based Rental Assistance | $- | $- | $290,000.00 | $- | $- | $- | $- | $- | ($224,040.20) | $65,959.80 |
| Joplin Housing Authority Site Improvements Repair | $- | $- | $210,000.00 | $- | $- | $- | $- | $- | $- | $210,000.00 |
| **Sub Total** | **$31,250,000.00** | **$0.00** | **$0.00** | **($1,000,000.00)** | **($1,000,000.00)** | **$1,560,000.00** | **$0.00** | **($5,798,200.00)** | **($2,024,040.20)** | **$22,987,759.80** |
| | | | | | | | | | | |
| **Public Service Activities** | | | | | | | | | | |
| | $- | $- | $- | $- | $- | $- | $- | $- | $- | $0.00 |
| **Sub Total** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$0.00** |
| | | | | | | | | | | |
| **Program Administration Activities** | | | | | | | | | | |
| City of Joplin Administrative Costs | $452,667.09 | $- | $- | $- | $- | $- | $- | $10,000.00 | $- | $462,667.09 |
| Consultant Administrative Costs | $1,674,041.91 | $- | $- | $- | $75,600.00 | $- | $- | $30,000.00 | $- | $1,779,641.91 |
| Planning Costs | $- | $- | $- | $- | $924,400.00 | $- | $- | $2,388,200.00 | ($800,000.00) | $2,512,600.00 |
| **Sub Total** | **$2,126,709.00** | $- | $- | $- | **$1,000,000.00** | $- | **$-** | **$2,428,200.00** | **($800,000.00)** | **$4,754,909.00** |
| | | | | | | | | | | |
| **Total Budgeted (of $45,266,709.00)** | **$45,266,709.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$45,266,709.00** |

# VIII. PROGRAM DESCRIPTIONS

## INFRASTRUCTURE

### Joplin Senior Citizens Center

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $4,750,000 |
| Geographic Area: | City of Joplin: Tornado Area; East Side of the City of Joplin Public Park |
| Performance Outcomes: | Provide for a new ADA compliant Senior Citizens Center to replace current facility |

**Basis for Allocation**

In support of on-going and expanded operations, CDBG-DR funds will be used to provide a new location to adequately serve the growing senior citizen population within the City of Joplin. The existing facility currently hosts all programs and activities in the lunchroom, this is not only inadequate as it does not provide a comfortable place for seniors to meet, but causes concern for the senior's health and overall safety. The new facility will aid in providing the following services:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

**CDBG Eligibility and National Objective**

This activity is eligible under 24 CFR 570.201(c), Public Facilities and improvements, and will utilize the National Objective of Low-Moderate Income.

**Long-term Recovery from Specific Disaster**

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence. This funding is specifically proposed to fund infrastructure costs associated to make the new Joplin Senior Citizen's Center safer and designed more efficiently than the current center. The Center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's park, the development of Freeman Hospital's Autism Center, the proposed medical school and

the development of a senior housing facility. Once all projects are completed this area will serve as a focal point/meeting place for all sectors of the community to come together and help meet the needs of its senior citizens.

## Trail Construction/Reconstruction

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$2,000,000~~ $1,200,000* |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Design and construction of trails to help provide attractive neighborhoods and alternative transportation methods for residents. |

*A portion of the funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

**Basis for Allocation**

In an attempt to create suitable and attractive neighborhoods for residents to return to the City of Joplin after the disaster, the community, through the CART process, asked for an expansion of the current trail opportunities throughout the community and especially throughout the tornado damaged area. The need that surfaced was that there should be a connection of the existing trails along Campbell Parkway southwest through the damaged area to connect ultimately to the trails system near Wildcat Glades Nature Center. Several additional trails have been identified that align with the community's vision outlined in the CART Plan.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Urgent Need. Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous pedestrian infrastructure can cause. If necessary, the National Objective of Slum and Blight Area may also be used if the City decides to declare the area one of Slum and Blight. Both of these objectives will result in contributing to the recovery of housing through improving the neighborhoods in which people will return.

**Long-term Recovery from Specific Disaster**

The allocation to this activity will not fund all of the combined on and off-road trail necessities to make this happen, but will make an important stride in providing the alternative transportation method for residents. This is especially necessary for the City's recovery as it will provide a transportation alternative to low-income residents and other residents that need affordable transportation to access jobs and needed services.

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. Similar to the Sidewalk demand, the need for trails was brought about in the CART process as residents have requested the ability to have trails

available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

## Sidewalk Construction and Reconstruction

**Program/Activity Details**

Administering Entity: City of Joplin
Budget: ~~$2,500,000~~ $0*
Geographic Area: City of Joplin; Tornado Area
Performance Outcomes: Design for a project to repair and replace damaged sidewalk

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

**Basis for Allocation**

An existing conditions report was completed by the City of Joplin's Engineering Department to assess the infrastructure that has been damaged as a result of the May 22, 2011 tornado. These items have been prioritized based on importance and cost. The amount of FEMA funds designated to repairing infrastructure was compared to the comprehensive needs established in this survey. The shortfall that was a result of that comparison informed the allocation for the need for sidewalk

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objectives of both Low-Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous sidewalk infrastructure can cause and/or the Slum and Blight Area national objective.

**Long-term Recovery from Specific Disaster**

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. This project will look at both reconstructing sidewalks in neighborhoods that had them prior to the storm as well as adding them in neighborhoods that did not originally have them. This additional need was brought about in the CART process as residents have requested the ability to have sidewalks available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

## Tree Planting

**Program/Activity Details**

| | | |
|---|---|---|
| Administering Entity: | City of Joplin | |
| Budget: | ~~$2,000,000~~ | $0* |
| Geographic Area: | City of Joplin; Tornado Area | |
| Performance Outcomes: | Replace lost or damaged trees with 6,333 ROW Trees | |

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

**Basis for Allocation**

After the tornado, the damage to the built environment was evident and publicized. The community quickly realized that it also lost a large part of its natural environment in the urbanized setting, its trees. The City has been provided a Community Forestry Recovery Coordinator by the Missouri Department of Conservation. The following assessment was completed by that individual.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Cost of an initial tree planting can be regulated by the size of the initial planting, the size of the new saplings, and the availability of the species listed in the plantings. According to our present ordinance, we can plant 1 shade tree on each side of the street/block due to the need to leave the sight triangle of each intersection free from obstruction. If we make changes to the code and allow tree planting to start at 40 ft. from the corner, as many cities do, we can plant 8 shade trees each side/block, amounting to $6,400 initially effectively making it a tree-lined cityscape. This is a simple example, a fleshed out plan will show some variety, perhaps suggested by present utilities.

This projection assumes concordance with changes that can allow us to follow the CART recommendation that we develop sustainability of the urban forest and address the loss of trees after the tornado event of 2011. 7,144 variable sized trees have been donated and planted in City parks and neighborhoods to date and an additional 2,414 this spring. Our projected outcome is to replace approximately 15,000 trees lost to the storm. We can expect about 1,523 more donated trees; therefore, we project planting 6,333 ROW trees. These numbers do not include trees that people go out and buy themselves.

| | |
|---|---|
| Expected cost of a wholesale tree | $82 |
| Cost of planting a tree | $116 |
| Cost of 2 year establishment | $124 |
| Establishing each tree | $322 |
| Establishing 6,333 ROW trees | $2,039,226 |

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety citing the numerous benefits to public health that will be gained through this activity. The City may also choose to use the Slum and Blight national objective, if the tornado area is designated a Slum and Blight area.

**Long-term Recovery from Specific Disaster**
This program will greatly improve the recovery of neighborhoods throughout the City through providing a healthier living environment for residents. Similar to the Sidewalk demand, the need for trees was brought about in the CART process as residents have requested the ability to recover the natural environment that infiltrated the urban landscape prior to the tornado.

## Storm-Water Improvements

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$0.00~~ $500,000.00 |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Design for a project to result in the completion of 23 separate Improvement/Facility Projects |

**Basis for Allocation**
The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National

Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

## 20th/Main Street Improvements

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | $ 2,324,040.20 |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Ongoing infrastructure construction |

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design activities necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015 along with the other ongoing infrastructure-related design activities within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin.

The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian-friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles.

The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and

Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20$^{th}$ Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

## ECONOMIC DEVELOPMENT

### Crossroads Industrial Park (Phase II)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin Industrial Development Authority (JIDA) |
| Budget: | $4,959,000 |
| Geographic Area: | City of Joplin: Crossroads Industrial Park |
| Performance Outcomes: | Provide infrastructure improvements that will attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives. |

**Basis for Allocation**

The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Income Limited Clientele.

**Long-term Recovery from Specific Disaster**

This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

### Future Economic Development Activity

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $2,050,000 |
| Geographic Area: | City of Joplin |

| | |
|---|---|
| Performance Outcomes: | Performance outcomes to be determined. Funds reserved for a future economic development Activity. |

**Basis for Allocation**
As described in Section V – Planning Efforts, the City of Joplin undertook a comprehensive Capital Planning process in order to determine the most effective use of CDBG-DR funds. Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

The funds in this Activity have been set aside for a future economic development Activity, which will be fully detailed and described in a subsequent Action Plan Amendment.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objectives of Low and Moderate Income.

**Long-term Recovery from Specific Disaster**
The long-term benefit gained from this Activity will be detailed in a subsequent Action Plan Amendment.

## Spark – Performing and Visual Arts Center

**Program/Activity Details**

| | | |
|---|---|---|
| Administering Entity: | City of Joplin | |
| Budget: | ~~$2,089,000~~ | $0* |
| Geographic Area: | City of Joplin; Tornado Area | |
| Performance Outcomes: | Rehabilitate Joplin Union Depot into a performing arts center to help accelerate economic activity | |

*Funds from this Activity were reallocated during the Capital Planning process described in Section V - Planning Efforts and detailed in the chart in Section VII - Budget Allocation Chart

**Basis for Allocation**
The need that is addressed by this project is the need for economic recovery in the community. Through job creation and the introduction of increased economic activity in a Slum and Blight Area, the choice to include the SPARK plan was informed by the need to fill the need to recover those businesses that have decided to not return to Joplin.

**CDBG Eligibility and National Objective**

The eligibility of this project is under 24 CFR 270.503 (a), Special Economic Development Activities, and the primary national objective for this project will be the elimination of a Slum and Blight Area.

**Long-term recovery from specific disaster**
This activity will include the rehabilitation of the Historic Joplin Union Depot and converting it into a performing and visual arts center. This new center will be a driving force in the community to attract economic activity through tourism. Employment will also be a benefit gained from adding this resource to the downtown area. Plans for the Union Depot have continuously arisen in recent years and interest was once again renewed as the CART looked at ways to accelerate the Economic Recovery of the community through enhanced community facilities.

## Crossroads Industrial Park (Phase I)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin Industrial Development Authority (JIDA) |
| Budget: | ~~$1,200,000~~ $1,741,000* |
| Geographic Area: | City of Joplin: Crossroads Industrial Park |
| Performance Outcomes: | Provide infrastructure improvements that would attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives. |

*Additional funds will be used for the design, construction, and services related to a critical sewer line extension on 23rd Street

**Basis for Allocation**
The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.
The 24th Street Extension Project will provide improved access to two business entities (Eagle Picher and John Schaumburg) located within the industrial park. The improved infrastructure

will facilitate business, commercial and economic growth within the City of Joplin. The additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their population growth objectives.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Income Limited Clientele.

**Long-term Recovery from Specific Disaster**
This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

**HOUSING**

## Mixed Income Multi-Family Residential

**Program/Activity Details**

| | | |
|---|---|---|
| Administering Entity: | City of Joplin | |
| Budget: | ~~$9,000,000~~ | $0* |
| Geographic Area: | City of Joplin; Tornado Area | |
| Performance Outcomes: | Provide LMI clientele assistance on rental units and the ability to return to the tornado affected area | |

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

**Basis for Allocation**

The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The Housing Study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. The need for rental resources was apparent through the Census data that was analyzed in the housing study. The City also realizes that there is a high potential for previous homeowners that were either under-insured or uninsured will be faced with the need to convert to becoming renters.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

**Long-term Recovery from Specific Disaster**

This project specifically aims to provide housing opportunities that integrate households of various income levels into multi-family developments. This funding is specifically proposed to fund infrastructure costs associated with an estimated total of 500 units. Of these 500 units, at least 255 units will be rented to households that meet the criteria for a low-moderate income household. Providing these rental resources will allow a subset of the population that may not have the resources to achieve home-ownership, even with the proposed Direct Homeownership Assistance program, the ability to return to Joplin and specifically to the tornado affected area. The rental market in Joplin has been a large part of the housing sector and to have a healthy recovery, it will be essential to include assistance for this type of development.

## Single-Family Rehabilitation

**Program/Activity Details**

| | | |
|---|---|---|
| Administering Entity: | City of Joplin | |
| Budget: | ~~$1,500,000~~ | $250,000* |
| Geographic Area: | City of Joplin | |
| Performance Outcomes: | Provide rehabilitation assistance to 100 homes and create more habitable residential properties | |

*A portion of funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

**Basis for Allocation**

The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The study along with constant monitoring of building activity through building permits has allowed the City to observe that a large portion of needed rehabilitation has been occurring. The City believes that, based on permit information, there is still a need to support ongoing Single Family rehabilitation. This project specifically has potential to provide assistance to 100 homes at an average rehabilitation of $25,000.

The initial estimate of 100 homes was too high due to the lack of qualified applicants for the Single-Family Rehabilitation program. As of December 2015, the anticipated number of homes is approximately 10.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

**Long-term Recovery from Specific Disaster**

The long-term benefit gained from this project will result in the creation of more habitable residential properties to meet the housing needs that have been discussed previously in this document.

## FEMA Temporary Housing Unit Relocation

**Program/Activity Details**

| | | |
|---|---|---|
| Administering Entity: | City of Joplin | |
| Budget: | ~~$60,000~~ | $11,800* |
| Geographic Area: | City of Joplin; Temporary Housing Locations | |
| Performance Outcomes: | Provide temporary housing to citizens whose | |

homes were destroyed by the tornado

*This Activity is complete. Unused funds will be reallocated per the budget table in Section VII Budget Allocation Chart

**Basis for Allocation**
The City of Joplin worked with a group of local, state, and national housing partners after the May 22, 2011 tornado called the Housing Task Force. One major component of this group was tracking and assisting the transition of households out of the FEMA Temporary Housing Units into more permanent housing situations. FEMA only offered its Temporary Housing Unit (THU) program until the first week of June 2013. With that deadline in sight, the Housing Task Force identified approximately 11 potential households that were currently housed in the THUs and would be assisted by being provided more time in the THUs at a better location.

The group identified a local non-profit that received the donated THUs and operated them as temporary housing for some homeless individuals. The non-profit, Catholic Charities, also provided social services to these households and assisted them in finding more permanent housing. The THUs operated as temporary transitional housing with affordable rents capped according to the household's income.

When the time came for trailers were to be relocated to the City of Joplin, there were not as many trailers available to be relocated as initially estimated, which resulted in the decreased budget.

**CDBG Eligibility and National Objective**
This Activity is eligible under 570.201(d) as Clearance and Remediation, and will utilize the National Objectives of Low and Moderate Income Clientele with a Presumed Benefit to Homeless Households.

**Long-term Recovery from Specific Disaster**
The long-term benefit gained from this project will result in the placing of homeless households into more permanent housing with assistance to locate permanent housing.

## Joplin Homebuyer Assistance Program (J-HAP)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$19,750,000~~ $17,950,000 |
| Geographic Area: | City of Joplin: Tornado Area |
| Performance Outcomes: | Allocation of homeownership to LMI residents throughout the destruction area. |

**Scope**

The majority of the properties in Joplin that were affected by the May 20, 2011 tornado were residential properties that included a variety of single and multi-family homes as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 4,000 dwellings were destroyed with an additional 3,500 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. Much of the single-family home housing stock that was destroyed by the tornado was older, lower priced homes. There is now a shortage of lower to moderately priced homes in the Joplin area and many of the available homes are new construction with high price tags. The primary objectives of the City of Joplin's Homebuyer Assistant Program (J-HAP) are:

- To disburse a portion of the City's Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds for homeownership programs to repopulate the tornado affected area;
- To increase the number of affordable housing units in the City;
- To improve the opportunities for homeownership for Low and Moderate Income (LMI) families.

The table below shows the population and funding break-down available through J-HAP to the City of Joplin residents.

| *Population* | *Property Type* | *% of Down-Payment Assistance* | *CAP* |
|---|---|---|---|
| ***LMI*** | Existing | 20 | $30,000 |
| ***LMI*** | New Build | 30 | $35,000 |
| ***Urgent Need*** | Existing | 20 | $30,000 |
| ***Urgent Need*** | New Build | 20 | $30,000 |

As of 11/20/15 there have been 406 home closings (35% of these homes have been provided to LMI families). The subsidy may be used to fund up to 20% of down payment assistance, up to 30% for qualified LMI covering 100% of the primary lender requirements and/or 100% of the:

- Reasonable closing costs
- Acceptable loan terms are 15-30 years with loan fully amortized at the end of the loan period, and ARM's are acceptable

- The additional $7,000,000.00 in funding will be used to further facilitate the repopulation of the tornado area by providing more affordable housing for Low-Moderate income residents

**Basis for Allocation**
Due to the success of this program, the City has been able to provide over 400 affordable homes within the tornado affected area. The program has helped the City stabilize and minimize population loss, encourage population growth and provide financial incentives to low and moderate income families that live within the tornado impacted area. The additional funds added to this program will provide direct home-ownership opportunities to approximately 220 additional households.

**CDBG Eligibility and National Objective**
This activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels.

## Land Acquisition/Assemblage

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$8,000,000~~ $0* |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Secure lots to provide residential redevelopment assistance for the citizens of Joplin |

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

**Basis for Allocation**
Land assemblage will help further the redevelopment goals for both residential and commercial projects. The need to redevelop the vacant properties is apparent from the fact that 3,500 residential properties will need to be completely redeveloped due to the tornado.

**CDBG Eligibility and National Objective**
The eligibility of this activity is under 24 CFR 570.201 (a), Acquisition, and the primary national objective for this project will be Urgent Need. This will serve the purpose of securing lots that could otherwise become vacant and endanger the public and will also help provide incentive to address the urgent needs of residential redevelopment to serve the citizens of Joplin.

**Long-term Recovery from Specific Disaster**
The Joplin Redevelopment Corporation (a Missouri 353 Corporation) was used to acquire various parcels of land in the EDR. Properties acquired by the Joplin Redevelopment Corporation would be sold to prospective homeowners to rebuild in the community. All net proceeds resulting from

the sale of land will be used to create a Revolving Loan Fund for the purchasing of additional land within the city limits for the same purpose.

By serving as a ready cash buyer, the Land Bank can acquire larger blocs of land at attractive prices, which can then be resold to returning or relocating homeowners or businesses at prices enabling them to rebuild cost-effectively. With a larger inventory of land and a support team of service providers (such as homeowner financial assistance programs, appraisers, title companies and mortgage lenders), the process of buying land from the Land Bank can be expedited, allowing the rebuilding process to proceed more quickly and efficiently. This supports the city's goal to "build back better", fosters the sense of community which has developed after the disaster, and increases the chances for local business to locate successfully in the neighborhood.

## Joplin Affordable Senior Housing

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | 4,500,000 |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Provide additional housing opportunities for Low-Moderate Income seniors |

**Basis for Allocation**

Within the Joplin area there are eight senior residential facilities, including one independent living facility, three congregate care facilities, six assisted living facilities, and three nursing homes (note: some projects offer more than one housing type). These eight facilities represent virtually all of the senior care facilities in Joplin, post tornado, and are representative of the housing choices available to seniors requiring special care housing.

The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). The American Seniors Housing Association (ASHA) conducts an annual survey of retirement and senior residential care communities. While the occupancy rate at most senior care facilities surveyed by Bowen National Research within Joplin after the tornado event are comparable to those reported within the region and the nation by (ASHA), the nursing care occupancy rate of 98.3% in Joplin is extremely high and much higher than the ASHA averages. These statistics do not factor in affordability.

As such, there appears to be a shortage of affordable senior care housing options in the Joplin market. Joplin proposes that a selection of affordable senior care housing be constructed in the tornado zone, replacing nursing care and other destroyed senior housing facilities.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (k) Housing services, and will utilize the National Objective of serving Low-Moderate Income Clientele.

**Long-term Recovery from Specific Disaster**

This project would provide housing opportunities to seniors within the Joplin community. The proposed funding would be used for site and storm water drainage improvements. The new senior housing development would provide affordable senior housing options and would assist in reducing the shortage identified in the Bowen National Research, Housing Needs Assessment study issued April 18, 2014.

## Joplin Housing Authority Tenant Based Rental Assistance

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$290,000.00~~ $65,959.80 |
| Geographic Area: | City of Joplin; Tornado Area |
| Performance Outcomes: | Provide financial assistant to Joplin's Section 8 voucher program |

**Basis for Allocation**

As a result of the May, 2011 tornado, Joplin's housing stock including its Section 8 voucher program, was severely impacted. In regards to the Section 8 program, 85 voucher-holders were displaced. Since the tornado, new housing units have gradually been added to Joplin's inventor; however many of these are more costly as Joplin's rental market evolves. Compounding the issue, during its recovery, the Joplin Housing Authority experienced a decrease in its "fundable" voucher population due to the lack of available units. As a result of this decrease, the voucher budge provided to the City also decrease, despite the needs of additional households that were displaced.

Therefore, HUD through the Community Development Block Grant Program – Disaster Recovery and through the Public and Indian Housing Program have granted waivers to allow CDBG-DR funds to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Tenant-based rental assistance will be assisted with a maximum of $290,000.00 in CDBG-DR funds within a two year period.

**CDBG Eligibility and National Objective**

This Activity is eligible under 570.207(4) as waived (Income Payments), and will utilize the National Objectives of Low and Moderate Income Clientele.

**Long-term Recovery from Specific Disaster**

The long-term benefit gained from this project will result in the restoration of Section 8 voucher-holders to pre-tornado levels.

## Joplin Housing Authority Site Improvements Repair

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $210,000 |
| Geographic Area: | City of Joplin; Parr Hills, Leonard Estates, and Bartlett Hills (JHA |

parking lots & housing sites)

Performance Outcomes: Improving parking lots and landscaping associated with the Joplin Housing Authority sites

**Basis for Allocation**

Due to tornado damage and subsequent damage and wear and tear from heavy trucks and equipment used in the clean-up effort which included demolition, construction and repair of utilities, several Joplin Housing Authority parking lots were damaged as well as damage to the parking lot of their temporary office location at 424 S Turk Street. Costs to repair and/or overlay were not covered by FEMA, insurance or other funding sources. Additionally, yards and trees at Joplin Housing Authority's housing sites were damaged. These repairs are central to the viability and livable of the affordable rental housing units as well as access to the Housing Authority's temporary office where they accept applicants.

Therefore, up to $210,000 will be available in Community Development Block Grant Program – Disaster Recovery funds to make the necessary repairs.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.202(a)(2) as Rehabilitation and Preservation, and will utilize the National Objectives of Low and Moderate Income Clientele.

**Long-term Recovery from Specific Disaster**

The long-term benefit gained from this project will result in the continued viability of existing public housing units by improving parking and landscaping associated with the units.

## PLANNING & ADMINISTRATION

# Program Administration & Planning

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$5,554,909~~ $4,754,909 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A |
| Start/End Dates: | Ongoing |
| Performance Outcomes: | Support grant management and execution |

**Basis for Allocation (Administration)**

All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

**Basis for Allocation (Planning)**

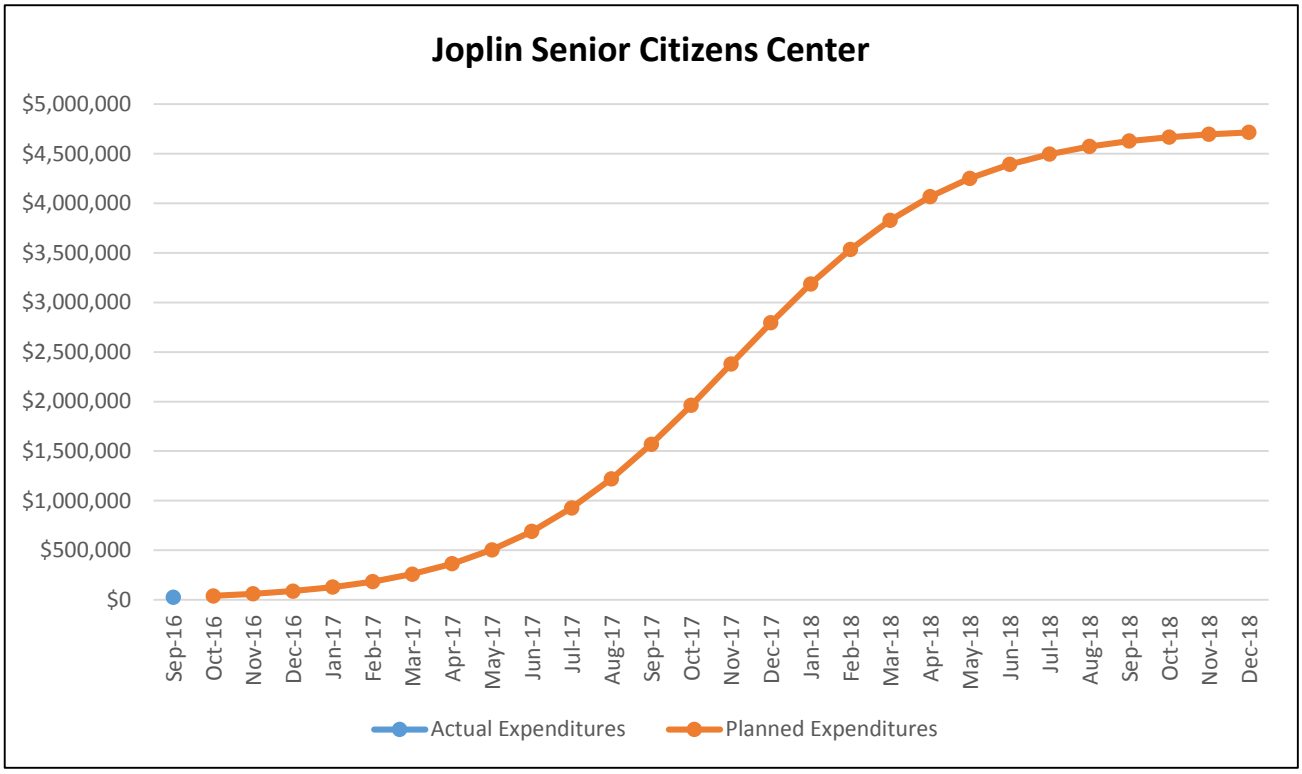
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

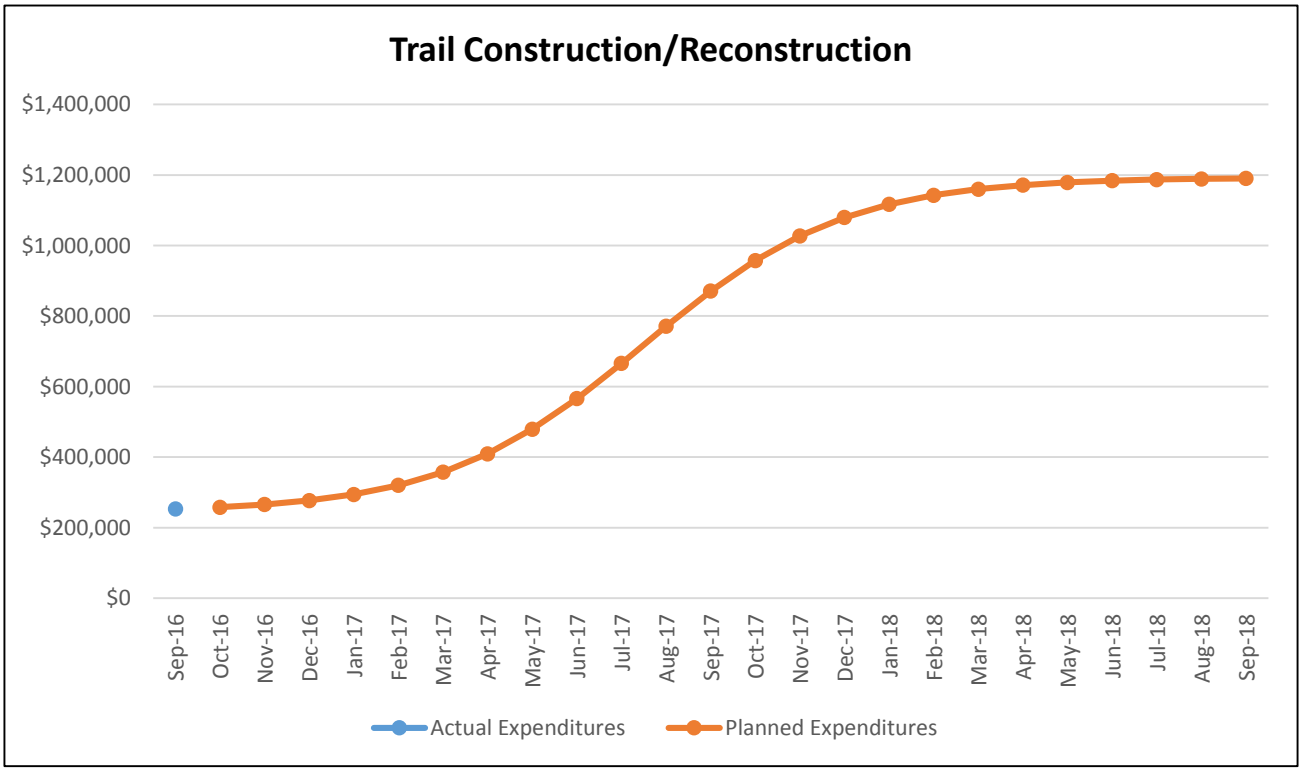
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

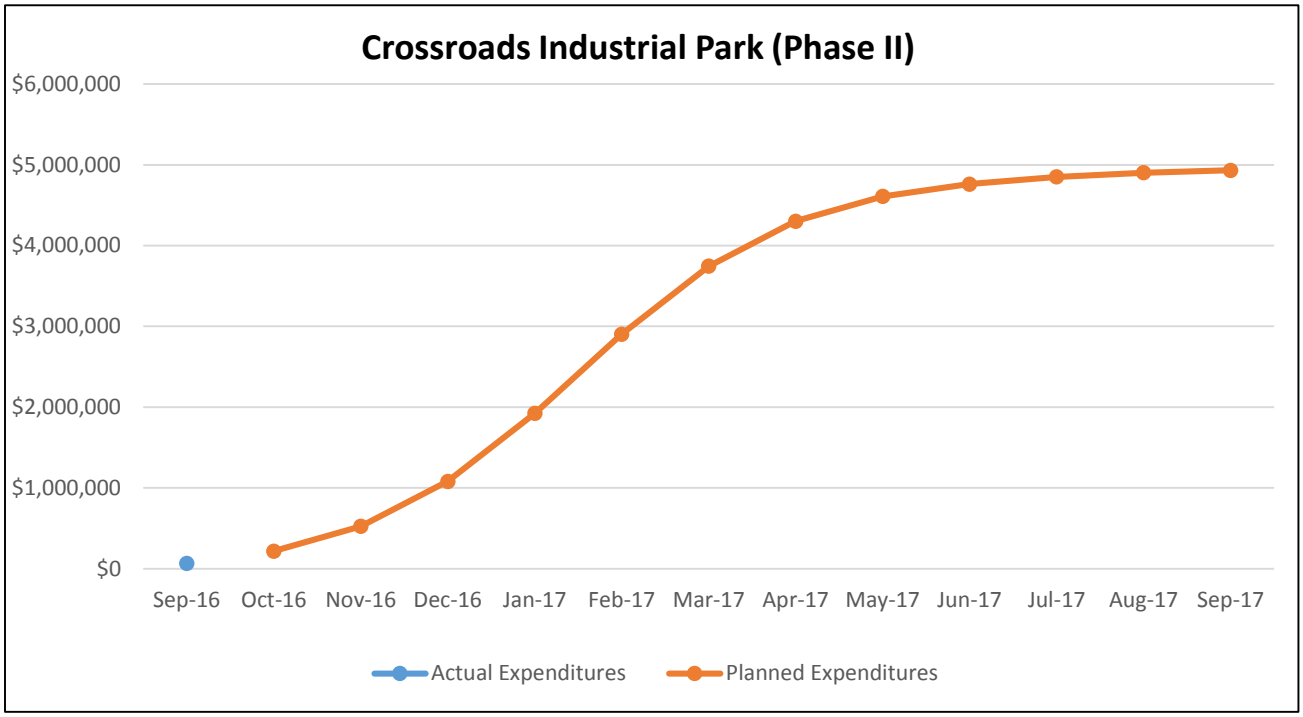
**CDBG Eligibility**

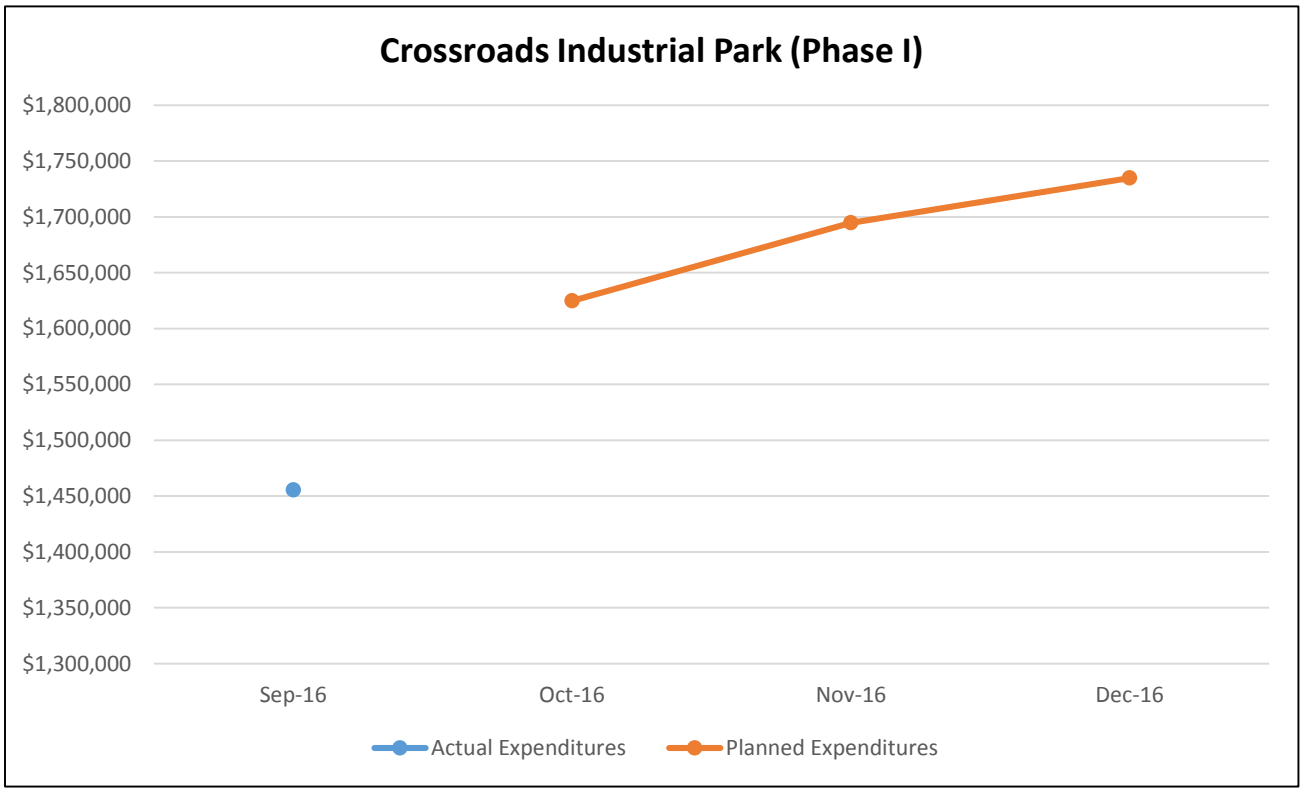
These activities are eligible under Program Administration and Planning.

# IX. PERFORMANCE SCHEDULES




Crossroads Industrial Park (Phase II)
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Actual Expenditures
Planned Expenditures


Crossroads Industrial Park (Phase I)
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$1,750,000
$1,700,000
$1,650,000
$1,600,000
$1,550,000
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$1,450,000
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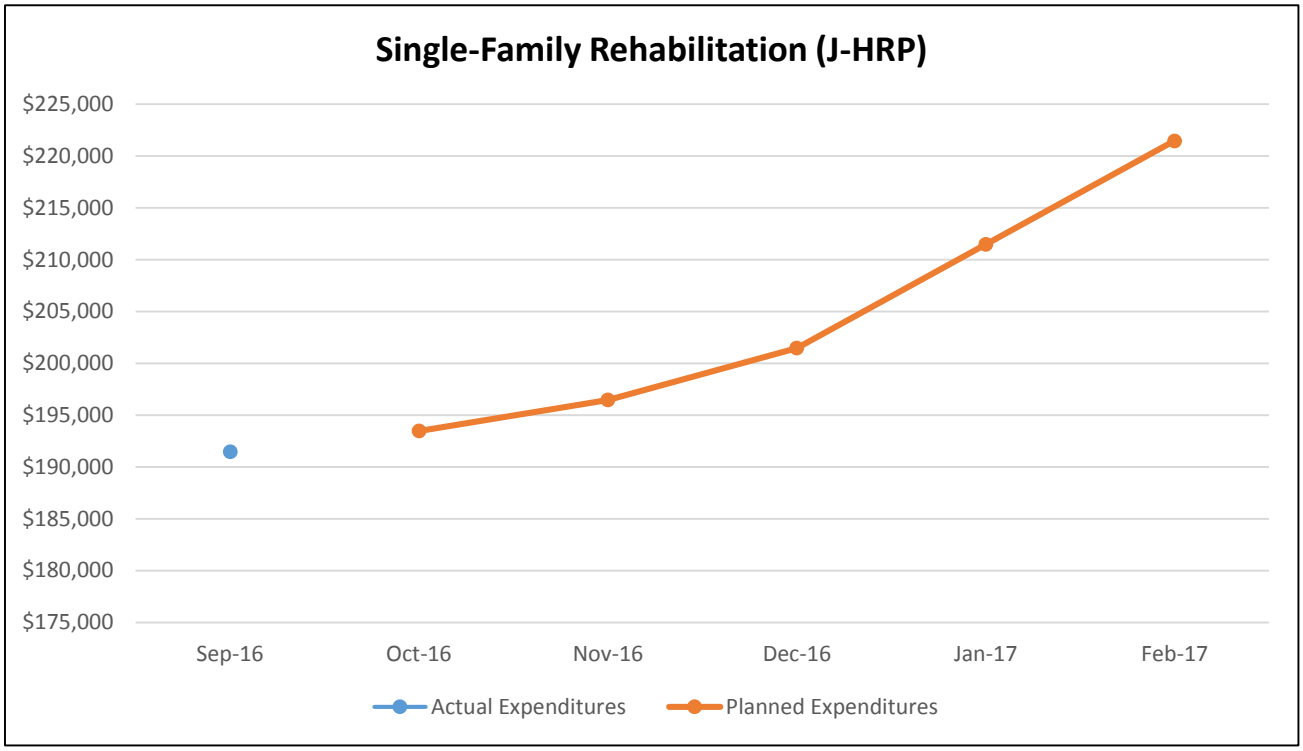
Dec-16
Actual Expenditures
Planned Expenditures


Single-Family Rehabilitation (J-HRP)
$225,000
$220,000
$215,000
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$205,000
$200,000
$195,000
$190,000
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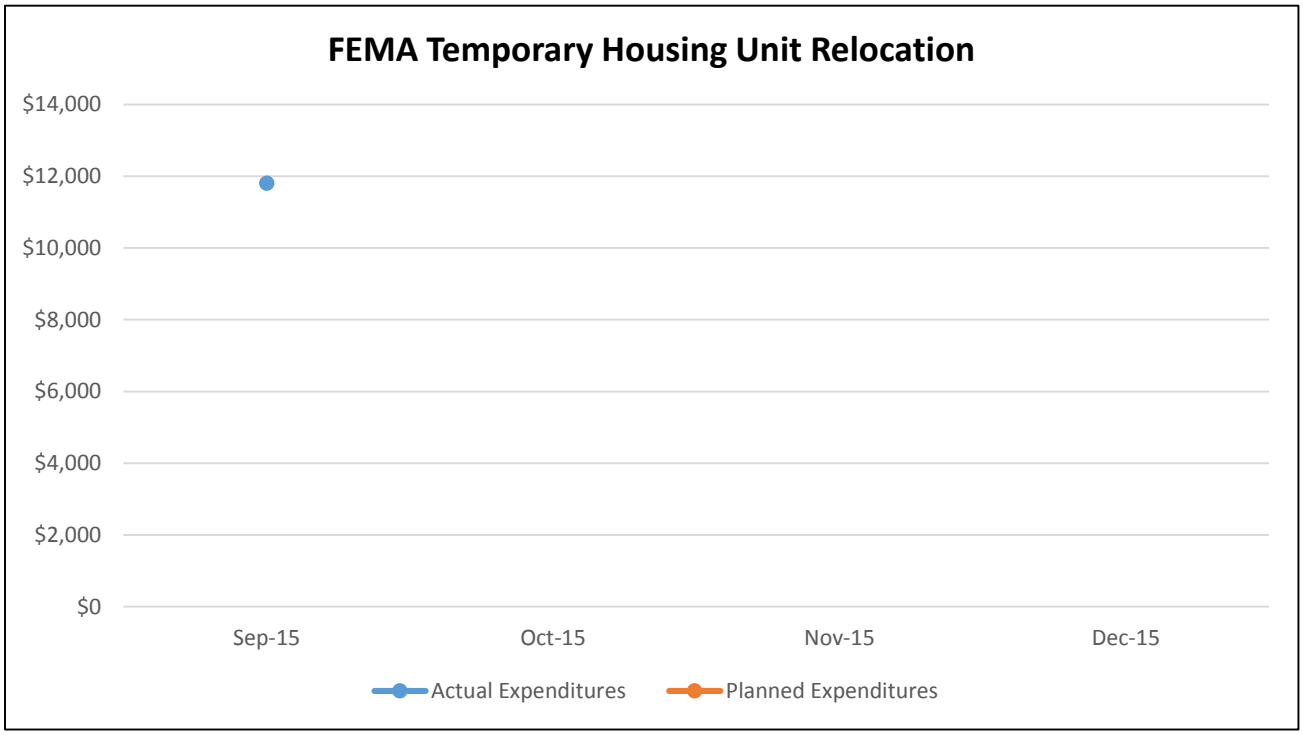
Feb-17
Actual Expenditures
Planned Expenditures


FEMA Temporary Housing Unit Relocation
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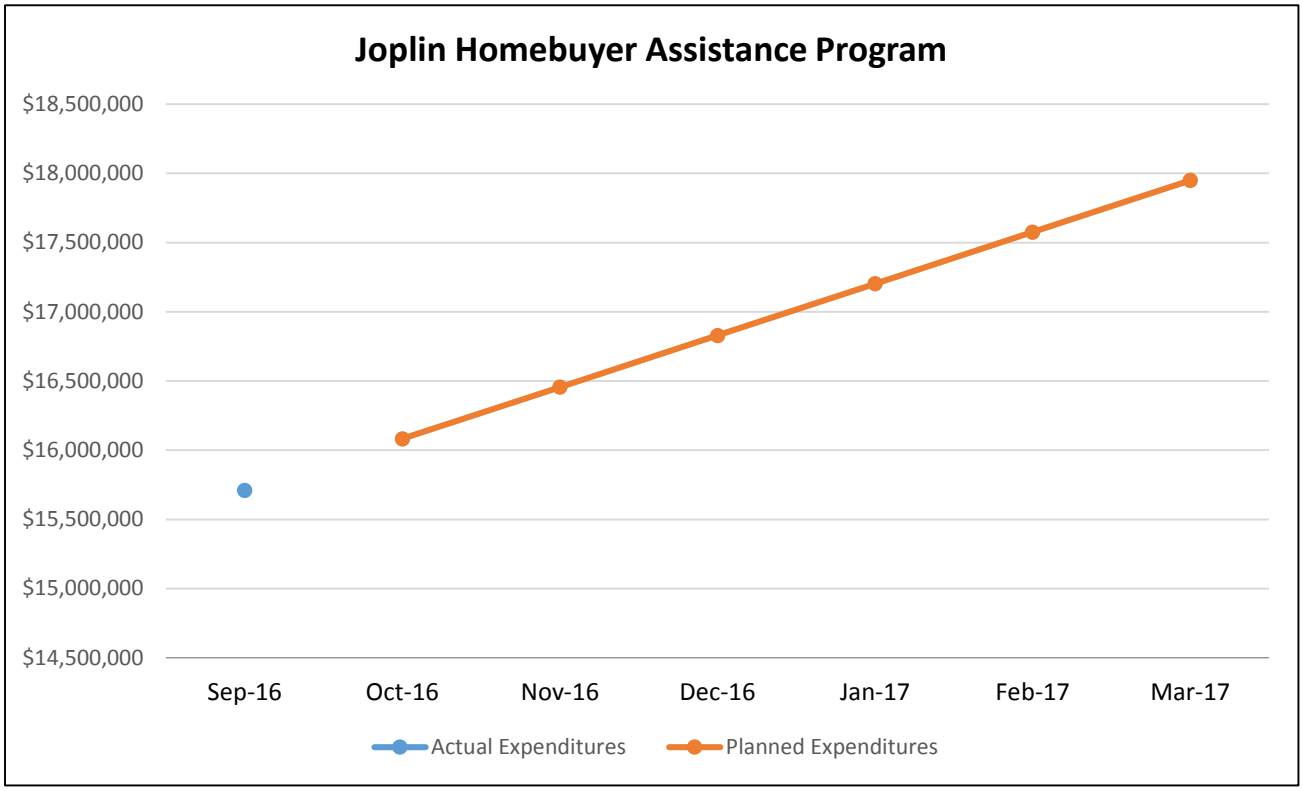
Dec-15
Actual Expenditures
Planned Expenditures


Joplin Homebuyer Assistance Program
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$15,000,000
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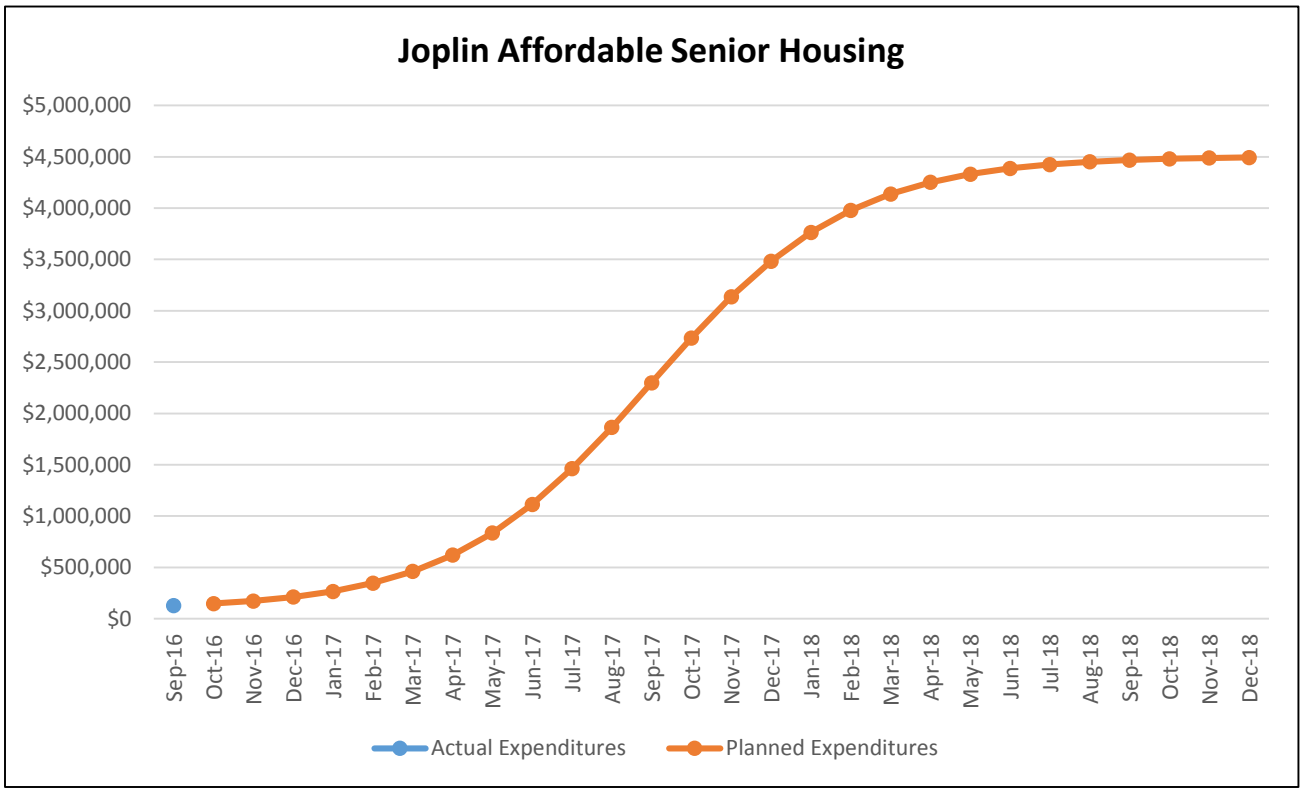
Mar-17
Actual Expenditures
Planned Expenditures


Joplin Affordable Senior Housing
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$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Sep-16
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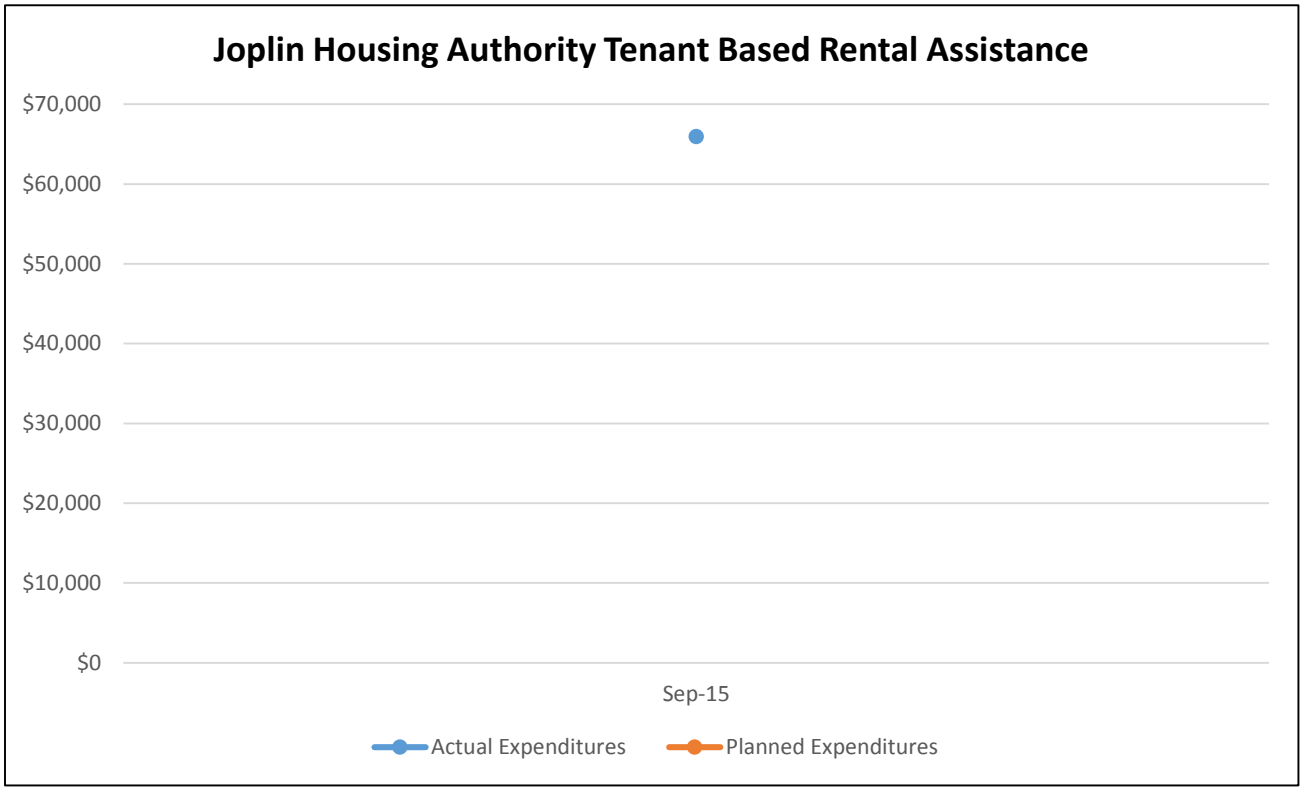
Dec-18
Actual Expenditures
Planned Expenditures


Joplin Housing Authority Tenant Based Rental Assistance
$70,000
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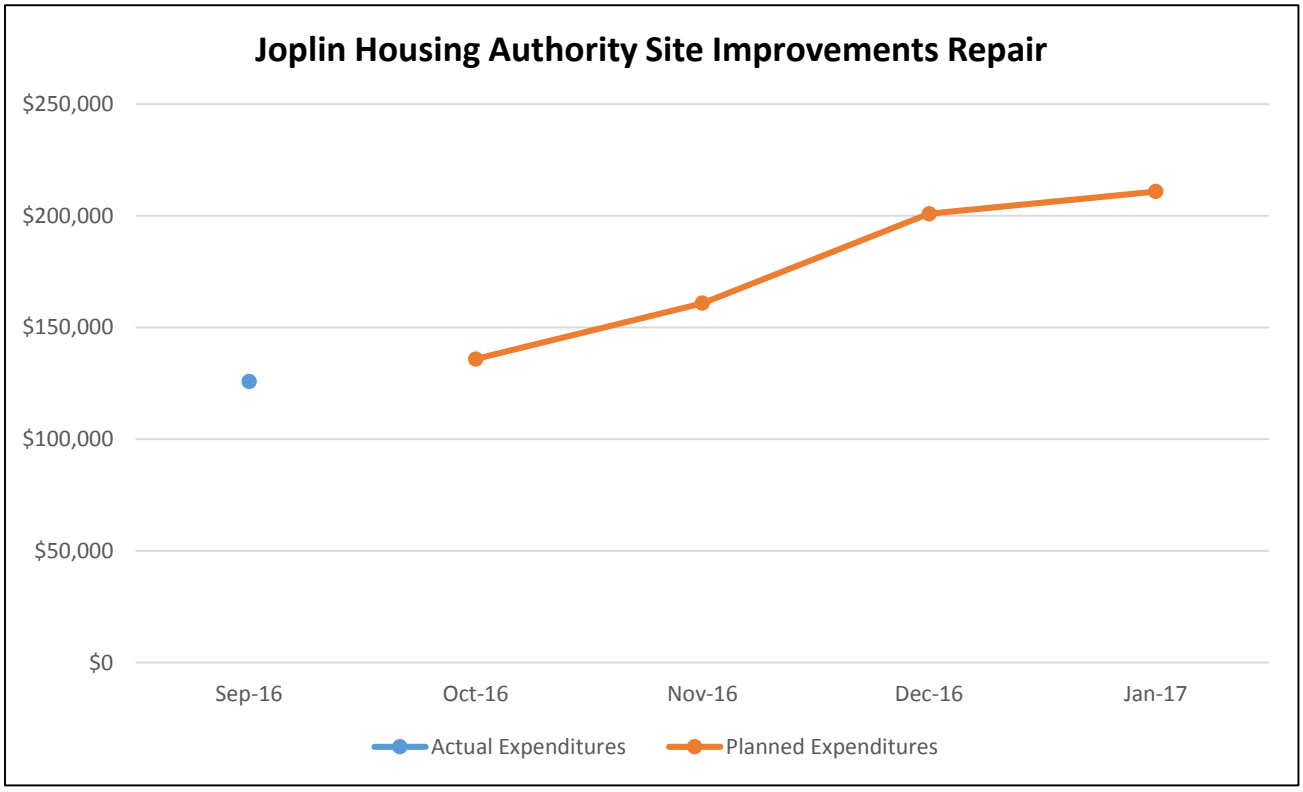
$40,000
$30,000
$20,000
$10,000
$0
Sep-15
Actual Expenditures
Planned Expenditures


Joplin Housing Authority Site Improvements Repair
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-16
Oct-16
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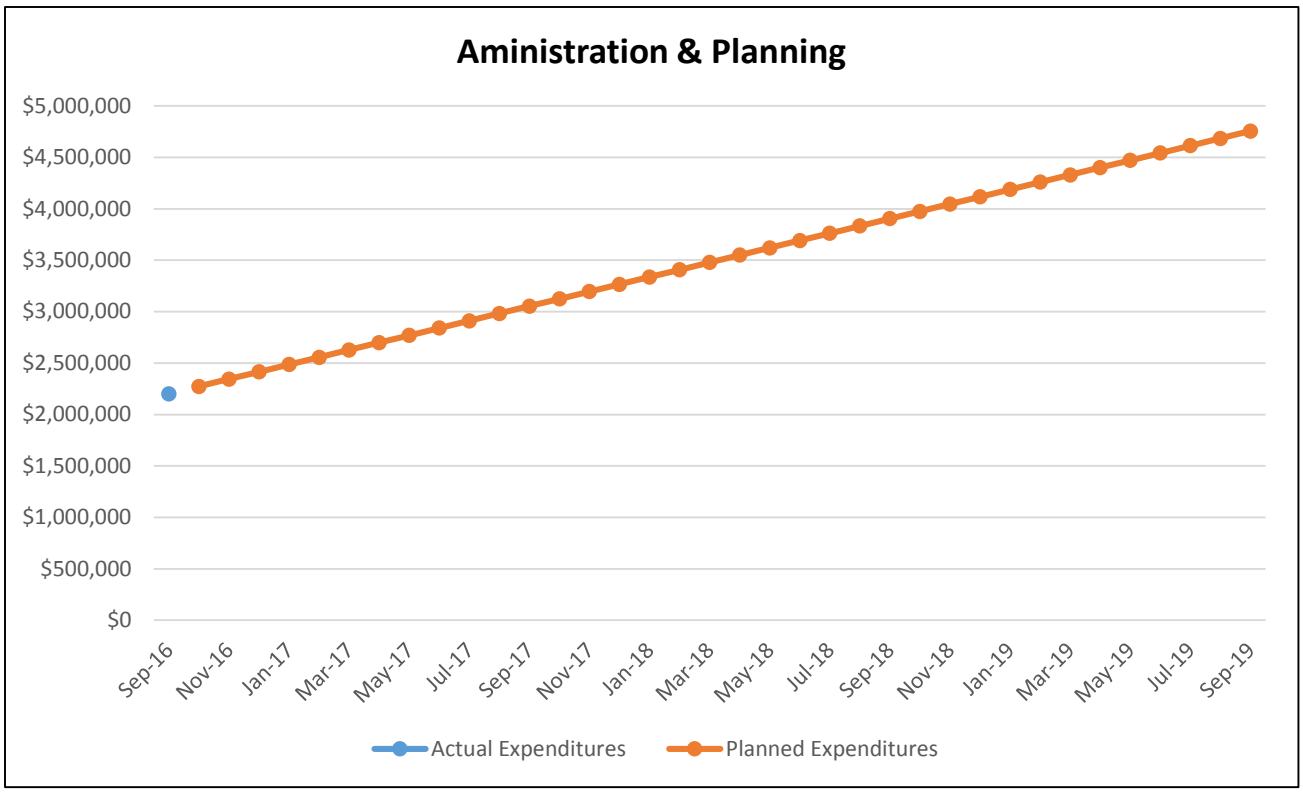
Jan-17
Actual Expenditures
Planned Expenditures




# X. PUBLIC COMMENT

**Amendment 8**
The City of Joplin provided prominent posting on the City's official website beginning on January 8, 2017 indicating written comments would be accepted through January 15, 2017 at 5:00 p.m.

No comments were received.

**Amendment 7**
The City of Joplin provided prominent posting on the City's official website beginning on December 6, 2015 indicating written comments would be accepted through December 13, 2015 at 5:00 p.m.

No comments were received.

**Amendment 6**
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on November 16, 2015. The finalized minor amendments was posted on the City's website.

**Amendment 5**
The City of Joplin provided prominent posting on the City's official website beginning on July 15, 2015 indicating written comments would be accepted through July 22, 2015 at 5:00 p.m.

No comments were received.

**Amendment 4**
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on May 11, 2015. The finalized minor amendments was posted on the City's website.

**Amendment 3**
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts. Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

For Amendment #3, notice was posted requesting comments during a 7-day comment period, ending November 19, 2014.

No comments were received.

**Amendment 2**
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

**Amendment 1**
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

**Initial Action Plan**
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

# XI. ACCESIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

# XII. CERTIFICATIONS AND SF-424

The necessary SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

# XIII. APPENDICIES

## *Appendix A – CERTIFICATIONS*

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

**A. Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with sub-recipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

**B. Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection

with any activity assisted with funding under the CDBG program.

**C. Lobbying Certification –** The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

**D. State and Local Laws –** The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

**E. Consistency with Action Plan –** The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

**F. Acquisition and Relocation –** The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

**G. Section 3 –** The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

**H. Public Participation –** The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

**I. Use of Funds –** The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*)

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate- income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

**J. Civil Rights --** The grantee certifies that the grant will be conducted and administered in

conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

**K. Excessive Force --** The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

**L. Capacity --** Each unit of local government receiving a direct award under this Notice certifies that it (and any sub-recipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

**M. Special Flood Hazard Area --** The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

**N. Lead-based Paint --** The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

**O. Applicable Laws --** The grantee certifies that it will comply with applicable laws. **Financial Controls –** The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____
Signature/Authorized Official Date

_____
City Manager

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: January 17, 2017**

**Item: CDBG –DR- Round 1 Amendment 8**
**Originating Department: Planning & Community Development**

Attachments: 1) CDBG-DR Round 1 Amendment 8
2) Resolution No. 2017-001

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

Recommended Action: Approval of Resolution No. 2017-001

**DISCUSSION:**

The following is a resolution that authorizes the filing of the Eighth Amendment to the previously approved Initial Action Plan by City Council for the approximate $45M First Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program for through the U.S. Department of Housing and Urban Development (HUD). Amendment 8 includes funding for Storm-Water Improvements and 20th/Main Street Improvements. These projects will be funded with reallocated Housing and Program Administration obligations.

The 20th/Main Street Improvements will be provided with $2,324,040.20. The funds will support the construction, construction management, and construction inspection necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015.

Storm-water Improvements will be provided with $500,000. The improvements will provide Construction, Construction Management, and Construction Inspection activities associated with twenty-three (23) infrastructure projects in the LMI and Non-LMI zones of the tornado impacted area.

The 20th/Main Street and Storm-water Improvement projects will be funded with reallocated Housing and Program Administration obligations. The activities are to be completed by September of 2019. Notice of the amendment has been posted on Sunday, January 8, 2017. Any public comments received will be shared with City Council after the 7 day period. If approved, the amendment will be forwarded to HUD for their forty-five day review.

A budget chart summarizing changes made in Amendment 8 is provided below:

| **Infrastructure Activities** | **Amendment 7** |
|---|---|
| Storm-Water Improvements | $500,000.00 |
| 20th/Main Street Improvements | $2,324,040.20 |
| Joplin Housing Authority Tenant Based Rental Assistance | $224,040.20 |
| Joplin Homebuyer Assistance Program (J-HAP) | $1,800,000.00 |
| Planning | $800,000.00 |
| **Sub Total** | **$0** |

**RECOMMENDATION**:

The staff recommends adoption of Resolution 2017-001.

**RESOLUTION NO. 2017-001**

**A RESOLUTION** authorizing the filing of a Eighth Amendment to the Initial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

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

WHEREAS, the City of Joplin's infrastructure was affected by the tornado; and

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

WHEREAS, the City of Joplin has been allocated $45,266,709 in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

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

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

Section 1. That the City of Joplin file an Eighth Amendment to the Initial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 1) substantially according to Attachment A with the U.S. Department of Housing and Urban Development, such that $500,000 is being allocated to Storm-Water Improvements and $2,324,040.20 is being allocated to the 20th/Main Street Improvements. These projects will be funded with reallocated Housing and Program Administration previously obligated under this grant.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# ATTACHMENT A

## AMENDMENT #19 to the Initial Action Plan – January 17, 2017

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

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

## 20th / MAIN STREET IMPROVEMENTS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$12,983,335~~ $16,000,000 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Facilities and Infrastructure Improvements |
| Start/End Dates: | April 2017- April 2019 |
| Performance Outcomes: | Construction costs for 20th Street Improvements |

**Basis for Allocation**

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design and construction necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015. CDBG-DR funds will also support R/W acquisition, construction and construction management/inspection services within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin.

The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian-friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles.

The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20th Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

## PUBLIC INFRASTRUCTURE IMPROVEMENTS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $39,394,820.38 (current request **$20,367,621**) |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure Improvements |
| Start/End Dates: | April 2017- April 2019 |
| Performance Outcomes: | Right of way acquisition and surveying, Procurement, Construction Administration, Construction and Construction Inspection activities associated with twenty-three (23) infrastructure projects in the LMI and Non-LMI zones of the tornado impact area. |

**Funding Allocation Summary**

| | |
|---|---|
| $39,394,820.38 | Total to-date |
| $20,367,621.00 | Amendment 19 |
| ($12,933.78) | Amendment 18 |
| ($660,000.00) | Amendment 17 |
| $12,108,009 | Amendment 16 |
| ($3,100,000.00) | Amendment 15 |
| ($588,908.84) | Amendment 13 |
| ($410,302.00) | Amendment 12 |
| $3,528,935.00 | Amendment 11 |
| ($1,700,000.00) | Amendment 6 |
| ($1,000,000.00) | Amendment 5 |
| $1,000,000.00 | Amendment 4 |
| $6,500,000.00 | Amendment 3 |
| $3,362,400.00 | Amendment 2 (Initial Allocation) |

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements, storm-water improvements, curb and gutter rehabilitation, and

sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. These projects include $48.4 million of surface element repairs (streets, curb and gutter, sidewalk/ADA ramps) and $10.4 million of storm water improvements. Over 60% of these projects will benefit the LMI population. All public infrastructure improvement projects have been split between 3 main engineering design firms and will account for majority of activities related to design and construction procurement and construction throughout the tornado zone.

Street Improvements

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the street improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Prior to the May 22nd tornado, the city's asphalt program primarily consisted of a two-pronged approach. Firstly, the City was divided into 7 zones which received a microsurfacing treatment on a rotational basis. Secondly, more severely distressed pavement received annual asphalt mill and overlay until the funds are expended for the year.

Many roadways were severely damaged from the tornado and the associated cleanup. Due to the tornado, the City did not do any paving in 2011, so the City is currently using allocations from 2 years of the asphalt paving program, plus an additional $1 million dollars to install roughly $4.8 million dollars of paving in the tornado area, as well as other parts of the City.

City staff has evaluated the entire tornado damaged area and determined the appropriate measures for repairing our roadways. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic damage to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The City plans to use CDBG-DR funds to focus on "improving" the pavement condition in the LMI area, making the most efficient usage of these monies by allowing some other infrastructure work such as stormwater to proceed in advance of paving the streets—this will eliminate having to excavate freshly paved areas. A coordinated approach is being taken with storm and sanitary sewers construction to minimize damage and ensure completion prior to paving activity.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve roadways in the city with the majority of improvements within the tornado area. Having a quality roadway network is critical for the creation of an accessible and enjoyable community and helps attract citizens to the City. Smoother roads reduce tire wear, increase fuel efficiency, lower emissions, enhance safety to vehicles and pedestrians alike, and will also help with stormwater drainage.

Storm Water System

**Basis for Allocation**

Storm-water improvements will support the engineering design activities necessary to reconstruct these major infrastructure utilities within the disaster-affected area.

The tornado and ensuing heavy equipment activity caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The City has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

Curb and Gutter

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.
.

**Long-term Recovery from Specific Disaster**
Following construction, this project will dramatically improve aesthetics of streets and private property frontage while improving stormwater capture and management through neighborhoods

and commercial areas. Improving the stormwater capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG-DR usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during the debris removal process and will be replaced through this process as well.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

Land Acquisition / Right of Way / Easement

**Basis for Allocation**

The May 2011 tornado destroyed most of the City's existing infrastructure. As the City of Joplin is redeveloping the damaged areas, there are some related easements and right-of-way acquisitions that will also be needed for the various infrastructure projects the City is undertaking as a part of their recovery efforts.

**Long-term Recovery from Specific Disaster**
Acquiring needed easements and right-of-way supports the City's goal to "build back better" and increases the chances for local businesses to locate successfully in the neighborhood. This project will promote complete streets by allowing for adequate sidewalk widths, ADA complaint facilities and aid in promoting multi-modal pedestrian activities and linkages through the City. By continuing to advance the 'build it back better' goal, the City will continue to support the sense of community which has developed after the disaster.

Overall Project

**CDBG Eligibility and National Objective**
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

## PROGRAM ADMINISTRATION & PLANNING

**Program/Activity Details**

| | | |
|---|---|---|
| Administering Entity: | City of Joplin / Hired Contractor | |
| Budget: | ~~$7,495,756~~ | $8,687,806 |
| Geographic Area: | City of Joplin; Tornado Area | |
| Applicant Eligibility: | N/A | |
| Start/End Dates: | Ongoing | |
| Performance Outcomes: | Support grant management and execution | |

**Basis for Allocation (Administration)**
All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

**Basis for Allocation (Planning)**
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic

Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

**CDBG Eligibility**

These activities are eligible under Program Administration and Planning.

# COMMUNITY DEVELOPMENT BLOCK GRANT
# DISASTER RECOVERY – ROUND II

# PARTIAL ACTION PLAN #8 FOR
# THE CITY OF JOPLIN
# (AMENDMENT 19 TO THE INITIAL ACTION PLAN)

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

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# I. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development ("HUD") requires the City of Joplin ("Joplin" or "the City") to submit an Action Plan for Community Development Block Grant – Disaster Recovery ("CDBG-DR") program as the main condition to the City's receipt of $113.2 million of federal funding under the Disaster Relief Appropriations Act of 2013 (the "Act") (Public Law 113-2). The Act provided $16 billion in CDBG-DR funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted areas resulting from Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. The City of Joplin's grant number for Round II funding is B-13-MS-29-0001.

This Action Plan provides an assessment of the need for the funding and the City's public outreach, citizen participation, and Capital Planning processes. This Action Plan also describes the programs and activities for which the funding is intended to be used. The City's intended programs and projects fall within the CDBG-DR Program's Activity classifications including: Housing, Infrastructure, Economic Development, and Public Services. A portion of the funds will be used for Planning and Administration of the City's CDBG-DR Program, as permitted by HUD. In addition, all expenditures of the funds, other than Administration and Planning, will meet at least one of the three federally-mandated national objectives: low- and moderate income benefit; elimination of slum and blight; and urgent need. The City of Joplin will also ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low- and moderate–income ("LMI") persons.

All funding will be in compliance with the federal requirements set forth in public notices released by HUD on March 5, 2013, in the Federal Register at Vol. 78, No. 43, Page 14329 entitled: "Allocations, Common Page Application, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy" (FR–5696–N–01); April 19, 2013 in the Federal Register at Vol. 78, No. 76, page 23578 entitled: "Clarifying Guidance, Waivers and Alternative Requirements for Hurricane Sandy Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds" (FR–5710–N–01); and December 16, 2013 in the Federal Register at Vol. 78, No. 241 page 76154 "Allocations, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery Funds in Response to Disasters Occurring in 2013" (FR-5696-N-07).

The Federal Register Notice imposes strict expenditure and compliance deadlines on the City. The funds awarded are to remain available until September 30, 2017. The City of Joplin is using a staggered approach to request funds to support its tornado relief and restoration programs and activities to ensure compliance with HUD deadlines.

As of Amendment #16 (Partial Action Plan #7), the total amount of funding requested is $75,713,397.48

# II. INTRODUCTION

On Sunday, May 22, 2011, a catastrophic Enhanced Fujita-5 (EF-5) tornado struck the City of Joplin, Jasper County, and Newton County in southwest Missouri in the late afternoon. With winds in excess of 200 miles per hour (mph), the ¾-mile-wide tornado cut a 6-mile path of destruction through central Joplin. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Thousands of structures were destroyed or damaged, from single family homes to apartment buildings to large retail and public buildings, including St. John's Regional Medical Center, the Home Depot, and Wal-Mart.

In the aftermath of the tornado, emergency responders and the public began conducting search and rescue operations in damaged buildings and provided medical care and shelter for survivors. The tornado overwhelmed the capabilities of the City of Joplin, Jasper County, and Newton County, requiring a massive response from Federal, State, county, local, private sector, non-profit, and voluntary organizations. Personnel from more than 400 public safety organizations deployed to Joplin to assist with response and recovery operations.

The tornado caused severe damage to the City's housing, business, infrastructure, and public service sectors. The devastation caused by the tornado emphasizes the need for a thoughtful and comprehensive long-term recovery process. This Action Plan was developed after soliciting considerable input from affected communities and stakeholder groups beginning immediately after the disaster with the Citizens Advisory Recovery Team (CART) Plan and Comprehensive Plan 2012 and ultimately concluding with the City of Joplin's Capital Plan.

To address the extensive devastation caused by the tornado in these various sectors, the City proposes a range of programs to provide relief, detailed in Section VIII – Program Descriptions. Amendments to this Action Plan will be necessary at different points throughout the long-term recovery. As additional needs are identified and prioritized or additional CDBG-DR monies are allocated to the City of Joplin by HUD, new programs may be added or existing programs may be altered in a manner necessitating amendment. Action Plan amendment protocol are described in section VI – Programmatic Procedures.

# III. IMPACTED AREA

The tornado initially touched down just east of the Kansas state line near the end of 32nd Street at 5:34 pm CDT and headed due east, downing severely trees at EF0 intensity. The widening tornado then tracked into the more densely populated southwest corner of Joplin, near the Twin Hills Country Club. Several homes were heavily damaged at EF1 to EF2 strength at a subdivision in this area. The tornado continued to strengthen as it ripped through another subdivision just east of Iron Gates Rd.

The now massive wedge tornado then crossed S. Schifferdecker Ave, producing its first area of EF4 damage as several small commercial buildings were flattened. Consistent EF4 to EF5 damage was noted east of S. Schifferdecker Ave and continued through most of southern Joplin. Damage became remarkably widespread and catastrophic at the nearby St. John's Regional Medical Center. The hospital lost many windows, interior walls, ceilings, and part of its roof, and its life flight helicopter was also blown away and destroyed. Six fatalities were reported there, and the nine-story building was so severely damaged that it was deemed structurally compromised, and was later torn down. The tornado also affected neighborhoods near McClelland Boulevard and 26th Street, with houses being damaged and some being swept completely away.

As the tornado tracked eastward, it maintained EF5 strength as it crossed Main Street between 20th and 26th Streets. Virtually every business along that stretch was heavily damaged or destroyed. Entire neighborhoods were leveled in this area with some homes swept away. The storm tracked just south of downtown, narrowly missing it.

As the tornado crossed Connecticut Ave. further to the east, it destroyed several large apartment buildings, Dillon's grocery, and a local bank. The tornado then approached Range Line Road, the main commercial strip in the eastern part of Joplin, flattening additional neighborhoods along 20th Street.

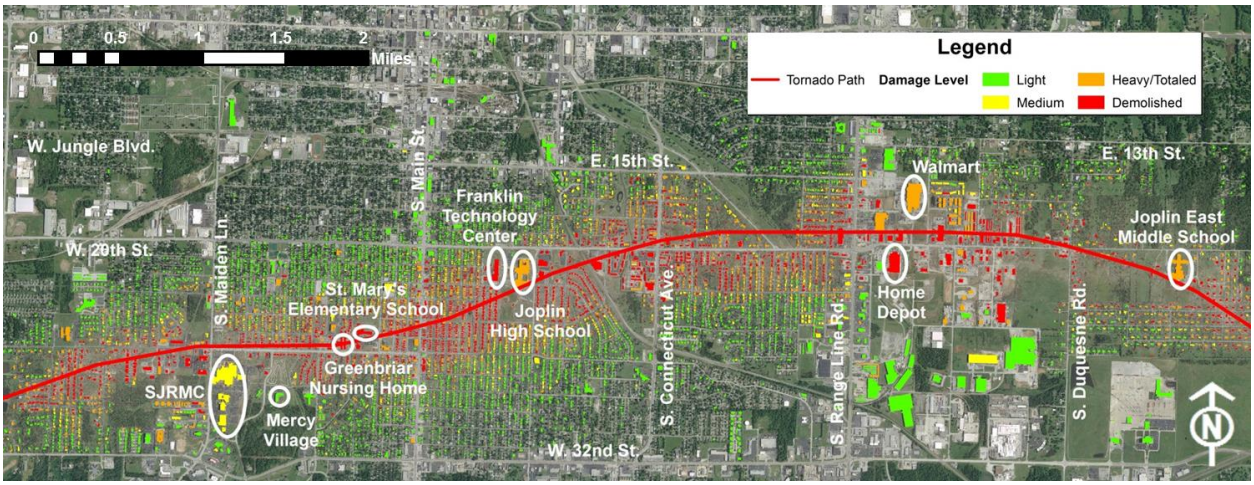
The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59, a Home Depot store, and numerous other businesses and restaurants in this area. Many fatalities occurred in this area, and damage was rated as EF5.

Extreme damage continued in the area of Duquesne Road in southeast Joplin. Many houses and industrial/commercial buildings were devastated in this area as well. The last area of EF5 damage occurred in the Crossroads industrial park. Many homes were destroyed further to the east at EF3 to EF4 strength in a nearby subdivision, and East Middle School sustained major damage.

The tornado then continued on an east to east-southeast trajectory towards Interstate 44 where it weakened. Nonetheless, vehicles were blown off the roadway and mangled near the U.S. Route 71 interchange. The damage at and around the interchange was rated EF2 to EF3. The weakening tornado continued to track into the rural areas of southeastern Jasper County and northeastern

Newton County where damage was generally minor to moderate, with trees, mobile homes, outbuildings, and frame homes damaged mainly at EF0 to EF1 strength. The tornado lifted east of Diamond at 6:12 pm CDT according to aerial surveys. The tornado's total track length was at least 22.1 miles long.

The map below depicts the path of the Tornado through the City of Joplin as well as damage levels to critical facilities including hospitals and medical centers, schools, and shopping centers.



# IV. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild.

The following needs assessment and proposed allocation is based on the best currently available data and may be adjusted during a future amendment to the Action Plan.

## HOUSING IMPACT AND UNMET NEEDS

The majority of the property in Joplin that was affected by the May 20, 2011 tornado was residential property that contained a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 3,500 dwellings were destroyed with an additional 4,000 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

As an update to the City's first Housing Impact Assessment, the City commissioned an updated Housing Study by Novogradac as well as using internal methods to estimate population loss. Internally, the City collected data from the following sources:

1) City's Building Permit Data
2) Aerial Photography
3) School Enrollment Data
4) Utility Service Data (Empire District Electric & Missouri American Water)

Based on these data sources, the City estimates that the potential number of households lost post-tornado is between 1,400 and 1,800. The City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point.

## INFRASTRUCTURE IMPACT AND UNMET NEEDS

The May 20, 2011 tornado did severe damage to the infrastructure within the City of Joplin. Directly after the disaster the City Staff members conducted damage assessments of the initial impact the storm had on the infrastructure. These assessments were submitted to FEMA and subsequently FEMA funded the Expedited Debris Removal. This work was performed by Rosetta Construction and Ace Pipe Cleaning.

Later, when it was time to submit for funding from the state Department of Economic Development (DED) another damage assessment was needed. TransSystems was brought in to assess the damage for the surface elements. Using Segways, the group visually analyzed and documented the damage levels of the curbs, gutters, and sidewalks. Bartlett & West were brought in to survey the Storm Water System. The sanitary sewer system was mapped by a combination of HDR and Allgeier Martin & Associates. A combination of all these reports were submitted the DED.

The next funding that became available to aid the repair of infrastructure was the CDBG-DR grants from HUD. The City of Joplin brought on three engineering firms to assess the surface and storm water projects. The three chosen firms for surface elements and storm water projects were Jacobs Engineering, the Joint Engineering Team (JET), and Anderson Engineering. The firms used a combination of the TransSystem mapping and their own surveys to compile 90 day studies. These studies included specific elements, suggested project grouping, and dollar amounts for infrastructure improvements that encompassed the entire disaster zone. Allgeier Martin & Associates was selected to review the sanitary sewers and they submitted an assessment to the City of all the damages.

When all of the damage assessments were compiled the total value of repair projects exceeded the amount of funding by a wide margin. The City worked with the JET team to develop a ranking system that would be applied to all surface element projects as well as the storm water and sanitary sewer projects. The basic premise was to rank individual elements on a 1 to 5 basis with 1 being a similar damage level to pre tornado conditions and 5 being severely damaged. With these rankings the engineering firms were able to come up with project groupings that totaled the available funding. A brief summary of what was developed for each element follows:

**Sanitary Sewers**

The tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area. All Expedited Debris Removal ("EDR") area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Those rankings and percentages were extrapolated across the entire tornado area. Approximately 412,000 linear feet of Sanitary Sewer work were estimated to be damaged.

**Storm Sewers**

As a result of the tornado, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas. The existing storm water system was surveyed and estimated replacements of undersized, damaged, or otherwise inadequate lines and inlets were evaluated. An estimated 334 storm inlets were damaged and needed to be replaced.

**Roadways**

Many roadways were severely damaged from the tornado. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic effects to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The streets were analyzed by several local engineering consultants and categorized on a 1-5 scale, with a 5 being the most heavily damaged. To repair

the streets, an estimated 329,190 linear feet of repairs would need to be performed.

### Curbs & Gutters

The tornado area was surveyed to determine the extent of damage to curbs and gutter due to the storm and debris removal. Roughly 182,000 linear feet of curb and gutter were found to be damaged.

### Sidewalks

City aerials were analyzed to help determine which streets in the tornado area had existing sidewalks on both sides, one side, or neither. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side. Approximately 119,160 linear feet in the tornado area were found to be severely damaged and needing immediate replacement.

### ADA Ramps

In addition, almost every ADA ramp surveyed is not in compliance, and most intersections do not have ramps at all. An estimated 554 ADA ramps need to be replaced, repaired, or added.

## ECONOMIC IMPACT AND UNMET NEEDS

The disaster affected the local economy by displacing residents and employees, and damaging and destroying infrastructure. The path of the tornado crossed several of the commercial corridors in the City of Joplin which had a substantial effect on the local economy. 553 businesses were destroyed or severely damaged by the storm. The below table shows how the affected businesses cover a wide range of industry sectors, which in turn impacts the overall economic function of the region.

| Type of Business | Number of Businesses Impacted |
|---|---|
| Transportation, Warehouse & Utilities | 9 |
| Trade | 100 |
| Professional & Business Services | 19 |
| Other Services | 66 |
| Manufacturing | 10 |
| Leisure | 51 |
| Information | 7 |
| Government | 2 |
| Financial Services | 57 |
| Education and Health | 192 |
| Construction | 17 |

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at

major employers such as the hospitals and Wal-Mart, which have been rebuilt since the time of the disaster.

Recovery from a major natural disaster can take years or even decades, and requires the aid of enhanced public services provided by the local government. The community continues to have an ongoing need for economic development to stimulate the economy. A key aspect of Joplin's recovery is employing the unemployed and upgrading the skill sets of the underemployed. There is a need to fill gaps in the area's workforce, provide better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living.

To obtain a more up to date understanding of the situation a study was conducted by Taimerica Management Company. The study identified four business sectors to target that would expand the area's economy even further. The four sectors are: distribution centers, administrative office operations, commercial machinery repair and custom computer programing. With these areas identified it is now the Cities goal to build back its economy to better than it was before the disaster. With a daytime population of more than 240,000, Joplin is a magnet for the surrounding area. About 62% of the available labor pool in the area has at least some college experience and almost 93% of potential employees have a high school diploma. Many have technical skill training beyond high school. According to Taimerica's survey of 65 area companies, key factors as to why Joplin is attractive to new businesses include major transportation access, a skilled, available and willing workforce, low operating costs and taxes, and a high quality of living. This is why Joplin is looking to build back bigger when it comes to its economy.

## PUBLIC SERVICES IMPACT AND UNMET NEEDS

After the tornado, the lives of many families across the city were changed forever. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Returning to everyday life requires more extensive support and expertise than what was available in the City of Joplin prior to the disaster. Research results indicate that long term (multi-year) community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event. Based on experience of previous disaster survivors and experts, the City anticipates that one-half to one-third of its disaster-affected population would experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. Adolescents who experienced the tornado and its aftermath are also in need of counseling and services to mitigate anxiety, enhance coping skills, and develop problem solving skills.

## ASSISTANCE EXPECTED/RECEIVED

The predominant funding sources available to the City of Joplin and its residents outside of CDBG-DR are the Federal Emergency Management Agency (FEMA) and private insurance.

**FEMA Assistance (as of November 2, 2015):**

Individual Assistance (IA) and Small Business Administration (SBA):

- Nearly $21 million in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to 586 households occupying temporary housing units, among 15 sites throughout the metro Joplin area. 586 households (100%) have moved out of FEMA temporary housing and into longer term or permanent housing.
- FEMA has provided more than $4.8 million to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than $43.4 million in low-interest disaster loans for 521 tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.

    1. 417 low-interest disaster loans to homeowners for $26.8 million
    2. 100 low-interest disaster loans to businesses for $16.4 million
    3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance (PA):

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.
- FEMA expects to spend nearly $150 million in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. About $20 million of this amount will help fund eligible recovery costs for the City of Joplin; about $2.5 million for the City of Duquesne. So far, about $97.5 million has been paid to the State of Missouri for disbursement to 25 eligible entities, including local governments, school districts and critical facilities such as hospitals.
    - As of this Amendment to the Initial Action Plan, the city of Joplin has received $2,959,521.90 in FEMA Public Assistance.

**Insurance Statistics**

**Losses as of October 31, 2012:**
*Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration*

| Line of Business | Claims Received | Claims Expected | Losses Paid | Losses Incurred |
|---|---|---|---|---|
| Commercial Property | 2,142 | 2,159 | $986,829,440 | $1,320,220,325 |
| Residential Property | 8,647 | 8,784 | $535,724,886 | $554,388,779 |
| Commercial Auto | 309 | 309 | $4,377,076 | $4,783,049 |
| Private Auto | 6,982 | 7,117 | $47,898,047 | $51,084,766 |
| Other Commercial | 313 | 315 | $15,031,287 | $19,210,900 |
| **Total** | **18,393** | **18,683** | **$1,589,860,736** | **$1,949,687,819** |
| County Mutuals | 1,477 | 1,516 | $61,789,887 | $67,876,781 |
| **Total** | **19,870** | **20,199** | **$1,651,650,623** | **$2,017,564,600** |

# V. PLANNING EFFORTS

## LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public and working with other public entities, and has even started the process for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

## COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, this process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen-driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are taken directly from either the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended

projects were the result of numerous Town Hall meetings, public-comment booths at community events, and a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been continuously implemented through many different avenues. One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado, and the CART process was used as a springboard to ensure that the City's new comprehensive plan effectively leveraged opportunities presented by the tragedy as well as respecting efforts of the citizens that were put forth in the CART plan.

The city staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included additional citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years as there is a strong coordination between this CDBG-DR Action Plan and the 2012 Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the Metropolitan Planning Organization (MPO) for the region, and coordination with this group has also been consistent.

In the spring of 2015, the City of Joplin initiated the re-evaluation of the community's proposed projects in their latest Action and Recovery Plans eligible for CDBG-DR funds. As a part of the development of the Capital Plan, City staff solicited project proposals and met with interested stakeholders to discuss ongoing, proposed, and potential new projects to be considered for CDBG-DR funding.

Following meetings with City staff and extensive community outreach meetings to gain further knowledge of the proposed projects, the first step of the Capital Plan process was to develop project execution plans. These plans included critical project information such as scope, budget, schedule, stakeholders, CDBG-DR eligibility, performance outcomes, and proposed benefits and risks associated with proposed services to be provided.

The next step in the Capital Plan process was developing a system to rank the projects, and subsequently performing the project ranking. A series of interactive workshops were held with City Staff and City Council. Two workshops were held with City Staff to discuss the projects and rank them. City Council voted to confirm a list of projects to be funded by the CDBG-DR program.

Through the Capital Planning process, the considerations of the residents of the City of Joplin,

City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

## LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has allocated other fund sources to as much of these areas as possible. In locations where projects may fall outside of LMI areas, the City has made every effort to secure other local, state, or other funding and resources that will be leveraged to complete the overall recovery in these activities.

## USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

The City's Plan does not include the construction or rehabilitation of residential buildings and the City does not anticipate adding these activities in the future. According to the current Needs Assessment, this has been addressed in the City's previous award. Because disaster recovery is an every-changing process, however, the City will ensure to include criteria and requirements for Green Building Standards and HUD's Office of Community Planning & Development (CPD) Green Building Retrofit Checklist in any future residential activity according to the applicable CPD notices.

## PLANS TO MINIMIZE DISPLACEMENT

The City will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

# VI. PROGRAMATIC PROCEDURES

## PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is not expected from any of the activities listed in this plan.

## MONITORING STANDARDS AND PROCEDURES

### Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its subrecipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

### Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

### Internal Audit Function w/ responsible Audit staff

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform subrecipient monitoring in accordance with program requirements. As part of this compliance and monitoring, subrecipients

will be contacted according to the terms of their subrecipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

*SCHEDULE OF EVENTS* – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.
2. The on-site monitoring visit is conducted, and consists of the following:
    a. Conference
    b. Documentation, data gathering and analysis

A letter is sent to the subrecipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient to ensure compliance with all applicable rules and regulations of the program.

## PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $750,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described below. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non- compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

## INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants is encouraged to attend trainings that will increase the efficiency with which projects are completed.

The City has reserved funding in the Administration funds for local costs. These funds have been used to create additional CDBG Manager positions to increase the local capacity and it is possible that this funding could be used to add staff if determined necessary in the future.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

## SUBSTANTIAL AMMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation of reallocation of more than $1,000,000.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and will be prepared to receive comments for a period of 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor amendments, the City of Joplin will inform the Kansas City Field Office and update projects within the Disaster Recovery Grant Reporting (DRGR) system. Finalized minor amendments will be posted on the City's website.

# VII. BUDGET ALLOCATION CHART

| Projects | Initial Action Plan #1 | Amendment #1 (Initial Action Plan) | Amendment #2 (Initial Action Plan) | Amendment #3 (Partial Action Plan #2) | Amendment #4 (Partial Action Plan #3) | Amendment #5 (Partial Action Plan #2) | Amendment #6 (Partial Action Plan #2) | Amendment #7 (Partial Action Plan #3) | Amendment #8 (Partial Action Plan #4) | Amendment #9 (Partial Action Plan #5) | Amendment #10 (Partial Action Plan #3) | Amendment #11 (Partial Action Plan #6) | Amendment #12 (Partial Action Plan #3) | Amendment #13 (Initial Action Plan) | Amendment #14 (Partial Action Plan # 6) | Amendment #15 (Partial Action Plan #6) | Amendment #16 (Partial Action Plan #7) | Amendment #17 (Partial Action Plan #3) | Amendment #18 (Partial Action Plan #7) | Amendment #19 (Partial Action Plan #8) | Total Funded to Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Obligation Date** | 1/16/2014 | 1/16/2014 | 1/16/2014 | 12/4/2014 | 12/4/2014 | 12/4/2014 | 12/4/2014 | 12/4/2014 | 11/17/2015 | 11/17/2015 | 12/4/2014 | 1/15/2016 | 12/4/2014 | 1/16/2014 | 1/15/2016 | 1/15/2016 | 8/26/2016 | 12/4/2016 | 8/26/2016 | TBD | |
| **Infrastructure Activities** | | | | | | | | | | | | | | | | | | | | | |
| Sidewalk Reconstruction/Construction (Design Only) | $588,000.00 | $- | ($588,000.00) | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $0.00 |
| Sanitary Sewer (Design & Construction) | $4,500,000.00 | $1,333.00 | $- | $2,000,000.00 | $2,500,000.00 | $1,000,000.00 | $- | $1,100,000.00 | $9,407,539.00 | $- | $- | $- | $- | $591,075.61 | $- | $- | $- | $- | $- | $- | $21,099,947.61 |
| Storm Sewer (Design Only) | $2,381,400.00 | $- | ($2,381,400.00) | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $0.00 |
| Curb & Gutter (Design Only) | $393,000.00 | $- | ($393,000.00) | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $0.00 |
| Public Infrastructure Improvements | $- | $- | $3,362,400.00 | $6,500,000.00 | $1,000,000.00 | ($1,000,000.00) | ($1,700,000.00) | $- | $- | $- | $- | $3,528,935.00 | ($410,302.00) | ($588,908.84) | $- | ($3,100,000.00) | $12,108,009.00 | ($660,000.00) | ($12,933.78) | $20,367,621.00 | $39,394,820.38 |
| 20th/ Main Street Improvements | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $3,100,000.00 | $9,883,335.00 | $- | $- | $3,016,665.00 | $16,000,000.00 |
| Mercy Public Park | $- | $- | $- | $3,200,000.00 | $- | $- | $1,700,000.00 | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $4,900,000.00 |
| Crosslines Community Facility | $- | $- | $- | $- | $555,000.00 | $- | $- | $- | $- | $- | $- | $- | $410,302.00 | $- | $- | $- | $- | $- | $12,933.78 | $- | $978,235.78 |
| Early Childhood Center | $- | $- | $- | $- | $5,000,000.00 | $- | $- | ($5,000,000.00) | $- | $- | $- | $5,000,000.00 | $- | $- | $- | $- | $- | $- | $- | $- | $5,000,000.00 |
| Advanced Training & Technology Center | $- | $- | $- | $- | $- | $- | $- | $3,900,000.00 | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $3,900,000.00 |
| Community Clinic of Joplin | $- | $- | $- | $- | $- | $- | $- | $- | $- | $241,000.00 | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $241,000.00 |
| **Sub Total** | **$7,862,400.00** | **$1,333.00** | **$-** | **$11,700,000.00** | **$9,055,000.00** | **$-** | **$-** | **$-** | **$9,407,539.00** | **$241,000.00** | **$-** | **$8,528,935.00** | **$0.00** | **$2,166.77** | **$0.00** | **$0.00** | **$21,991,344.00** | **($660,000.00)** | **$0.00** | **$23,384,286.00** | **$91,514,003.77** |
| | | | | | | | | | | | | | | | | | | | | | |
| **Economic Development** | | | | | | | | | | | | | | | | | | | | | |
| | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $0.00 |
| **Sub Total** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$0.00** |
| | | | | | | | | | | | | | | | | | | | | | |
| **Housing Activities** | | | | | | | | | | | | | | | | | | | | | |
| | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $0.00 |
| **Sub Total** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$0.00** |
| | | | | | | | | | | | | | | | | | | | | | |
| **Public Service Activities** | | | | | | | | | | | | | | | | | | | | | |
| Advanced Training & Technology Center Phase | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $2,600,000.00 | $- | $- | $- | $2,600,000.00 |
| Mental Health Needs | $332,730.00 | $- | ($1,333.00) | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | ($2,166.77) | $- | $- | $- | $- | $- | $- | $329,230.23 |
| Juvenile Detention Center | $- | $- | $- | $- | $- | $- | $- | $- | $- | $350,000.00 | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $350,000.00 |
| Ozark Mental Health | $- | $- | $- | $- | $- | $- | $- | $- | $- | $110,000.00 | $- | $- | $- | $- | $- | $- | $- | $- | $- | $- | $110,000.00 |
| **Sub Total** | **$332,730.00** | **$-** | **($1,333.00)** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$460,000.00** | **$-** | **$-** | **$-** | **($2,166.77)** | **$-** | **$-** | **$2,600,000.00** | **$0.00** | **$-** | **$-** | **$3,389,230.23** |
| | | | | | | | | | | | | | | | | | | | | | |
| **Program Administration Activities** | | | | | | | | | | | | | | | | | | | | | |
| City of Joplin Administrative Costs | $101,951.00 | $- | $- | $255,000.00 | $249,000.00 | $- | $- | $- | $- | $- | ($200,000.00) | $100,000.00 | $- | $- | $- | $- | $- | ($40,000.00) | ($25,241.60) | $392,050.00 | $832,759.40 |
| Consultant Administrative Costs | $327,805.00 | $- | $- | $255,000.00 | $249,000.00 | $- | $- | $- | $- | $- | $- | $400,000.00 | $- | $- | $39,530.00 | $- | $1,430,000.00 | $700,000.00 | $25,241.60 | $600,000.00 | $4,026,576.60 |
| Planning Costs | $- | $- | $- | $1,530,000.00 | $498,000.00 | $- | $- | $- | $- | $- | $200,000.00 | $500,000.00 | $- | $- | ($39,530.00) | $- | $940,000.00 | $- | $- | $200,000.00 | $3,828,470.00 |
| **Sub Total** | **$429,756.00** | **$-** | **$-** | **$2,040,000.00** | **$996,000.00** | **$-** | **$-** | **$-** | **$-** | **$-** | **$-** | **$1,000,000.00** | **$-** | **$-** | **$0.00** | **$0.00** | **$2,370,000.00** | **$660,000.00** | **$0.00** | **$1,192,050.00** | $8,687,806.00 |
| | | | | | | | | | | | | | | | | | | | | | |
| **Total Budgeted (of $113,276,000.00)** | **$8,624,886.00** | **$1,333.00** | **($1,333.00)** | **$13,740,000.00** | **$10,051,000.00** | **$0.00** | **$0.00** | **$0.00** | **$9,407,539.00** | **$701,000.00** | **$-** | **$9,528,935.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$26,961,344.00** | **$0.00** | **$0.00** | **$24,576,336.00** | **$103,591,040.00** |

# VIII. PROGRAM DESCRIPTIONS

## INFRASTRUCTURE

### 20th / MAIN STREET IMPROVEMENTS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$12,983,335~~ $16,000,000 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Facilities and Infrastructure Improvements |
| Start/End Dates: | April 2017- April 2019 |
| Performance Outcomes: | Construction costs for 20th Street Improvements |

**Basis for Allocation**

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design and construction necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015. CDBG-DR funds will also support R/W acquisition, construction and construction management/inspection services within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin.

The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian-friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles.

The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby

commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20th Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

## PUBLIC INFRASTRUCTURE IMPROVEMENTS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $39,394,820.38 (current request **$20,367,621**) |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure Improvements |
| Start/End Dates: | April 2017- April 2019 |
| Performance Outcomes: | Right of way acquisition and surveying, Procurement, Construction Administration, Construction and Construction Inspection activities associated with twenty-three (23) infrastructure projects in the LMI and Non-LMI zones of the tornado impact area. |

**Funding Allocation Summary**

| | |
|---|---|
| $39,394,820.38 | Total to-date |
| $20,367,621.00 | Amendment 19 |
| ($12,933.78) | Amendment 18 |
| ($660,000.00) | Amendment 17 |
| $12,108,009 | Amendment 16 |
| ($3,100,000.00) | Amendment 15 |
| ($588,908.84) | Amendment 13 |
| ($410,302.00) | Amendment 12 |
| $3,528,935.00 | Amendment 11 |
| ($1,700,000.00) | Amendment 6 |
| ($1,000,000.00) | Amendment 5 |
| $1,000,000.00 | Amendment 4 |
| $6,500,000.00 | Amendment 3 |
| $3,362,400.00 | Amendment 2 (Initial Allocation) |

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. These projects

include $48.4 million of surface element repairs (streets, curb and gutter, sidewalk/ADA ramps) and $10.4 million of storm water improvements. Over 60% of these projects will benefit the LMI population. All public infrastructure improvement projects have been split between 3 main engineering design firms and will account for majority of activities related to design and construction procurement and construction throughout the tornado zone.

Street Improvements

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the street improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Prior to the May 22nd tornado, the city's asphalt program primarily consisted of a two-pronged approach. Firstly, the City was divided into 7 zones which received a microsurfacing treatment on a rotational basis. Secondly, more severely distressed pavement received annual asphalt mill and overlay until the funds are expended for the year.

Many roadways were severely damaged from the tornado and the associated cleanup. Due to the tornado, the City did not do any paving in 2011, so the City is currently using allocations from 2 years of the asphalt paving program, plus an additional $1 million dollars to install roughly $4.8 million dollars of paving in the tornado area, as well as other parts of the City.

City staff has evaluated the entire tornado damaged area and determined the appropriate measures for repairing our roadways. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic damage to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The City plans to use CDBG-DR funds to focus on "improving" the pavement condition in the LMI area, making the most efficient usage of these monies by allowing some other infrastructure work such as stormwater to proceed in advance of paving the streets—this will eliminate having to excavate freshly paved areas. A coordinated approach is being taken with storm and sanitary sewers construction to minimize damage and ensure completion prior to paving activity.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve roadways in the city with the majority of improvements within the tornado area. Having a quality roadway network is critical for the creation of an accessible and enjoyable community and helps attract citizens to the City. Smoother roads reduce tire wear, increase fuel efficiency, lower emissions, enhance safety to vehicles and pedestrians alike, and will also help with stormwater drainage.

Storm Water System

**Basis for Allocation**

Storm-water improvements will support the engineering design activities necessary to reconstruct these major infrastructure utilities within the disaster-affected area.

The tornado and ensuing heavy equipment activity caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The City has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

<u>Curb and Gutter</u>

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.
.

**Long-term Recovery from Specific Disaster**
Following construction, this project will dramatically improve aesthetics of streets and private

property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG-DR usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during the debris removal process and will be replaced through this process as well.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

Land Acquisition / Right of Way / Easement

**Basis for Allocation**
The May 2011 tornado destroyed most of the City's existing infrastructure. As the City of Joplin is redeveloping the damaged areas, there are some related easements and right-of-way acquisitions that will also be needed for the various infrastructure projects the City is undertaking as a part of their recovery efforts.

**Long-term Recovery from Specific Disaster**
Acquiring needed easements and right-of-way supports the City's goal to "build back better" and increases the chances for local businesses to locate successfully in the neighborhood. This project will promote complete streets by allowing for adequate sidewalk widths, ADA complaint facilities and aid in promoting multi-modal pedestrian activities and linkages through the City. By continuing to advance the 'build it back better' goal, the City will continue to support the sense of community which has developed after the disaster.

Overall Project

**CDBG Eligibility and National Objective**
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

## EARLY CHILDHOOD CENTER

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $5,000,000* |
| Geographic Area: | Old Mercy Medical Complex Site (Tract #3) |
| Applicant Eligibility: | LMI – Limited Clientele |
| Start/End Dates: | January 2016 – January 2018 |
| Performance Outcomes: | Provide high quality child-care and pre-school educational services to accommodate working parents and serve LMI clientele. |

*Funds were moved out of this Activity in Amendment #7 to the Initial Action Plan because the project would not meet the 2 year time frame. The project is now ready to proceed, so the original amount has been reinstated.

**Basis for Allocation**
For many years, the City of Joplin's demand for high-quality child care and preschool educational services has exceeded the supply. This situation has become exponentially worse since the 2011 tornado. The Joplin community has reported a loss of 11 licensed child care

providers since the 2011 tornado, this has resulted in a reduction of over 300 available spaces for children ages three through five.

With a growing number of children requiring early childhood services, the Joplin community has seen an increase in the number of children having to be placed on a waiting list. Reports show as of October 8, 2015, 139 kids have been placed on a waiting list. Of the 139 kids, 60% are considered "at-risk" in at least one area based upon the DIAL-4 screening. The DIAL-4 screening assessment, is administered individually and designed to identify children who may require further assistance to excel academically. The proposed facility is designed to provide services for children with disabilities as well as students who are considered at risk for academic failure

The Joplin community faces many challenges that negatively impact young children's readiness for school and future success. These challenges include the percentage of children living in poverty, rates of child abuse, domestic violence, drug and alcohol use, out-of-home placements, single mothers without high school educations, and the number of families that work at low paying, shift jobs. Although a challenge, it is imperative that the community find ways to provide safe and productive early learning environments in order to confront the devastating effects of these conditions impacting the community.

The proposed facility will directly meet the needs of the City of Joplin's LMI population. In an attempt to establish a baseline for LMI qualifications, data was collected during student enrollment in July 2015. Of the nearly 90% participation rate, 67.7% were found to come from low income households, while 49.2% were found to come from very low income households

The Joplin Schools District sees this as an important component in rebuilding the City of Joplin in a comprehensive and sustainable manner. Accessible, affordable, quality child care supports the ability of parents to participate in the workforce and balance their family needs.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements and will utilize the National Objective of Low-Moderate Income Limited Clientele.

**Long-term Recovery from Specific Disaster**
This activity will include the construction of an Early Childhood Center, a learning library and a commercial playground that will be handicap accessible and age appropriate at all levels. The Center will provide a safe and secure childcare environment for the families that live and work in Joplin as they rebuild their lives post tornado. The proposed location of the Early Childhood Center, constructed on the site of the old Mercy Medical Center, will be located adjacent to the newly constructed Irving Elementary School, the recently reconstructed Cunningham Park, as well as the proposed City of Joplin public park; thereby making this area a focal point highlighting the City's recovery efforts.

# COMMUNITY CLINIC OF JOPLIN

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Community Clinic of Joplin |
| Budget: | $241,000 |
| Geographic Area: | City of Joplin |
| Applicant Eligibility: | LMI – Limited Clientele |
| Start/End Dates: | October 2015 – July 2016 |
| Performance Outcomes: | Repair the physical environment to provide quality health care of those utilizing the Clinic's services. |

**Basis for Allocation**

The Community Clinic of Joplin ("Community Clinic" or "Clinic") opened in 1993 and over the years has provided services to uninsured individuals from birth to 64 years of age. Approximately 73% of patients seen at the Clinic have an annual income falling below 150% of the federal poverty guidelines. More than half of the patients that visit the Clinic are Joplin residents, and label its services as "their primary source of medical care." The main mission of the Clinic is to improve the health of people in the community who do not have access to medical and dental care. The Clinic is currently located downtown at 701 S Joplin Ave, Joplin, MO 64801, and operates five days a week and provides services such as medical services (adult/pediatric), laboratory services, adult dental services, wellness and prevention education classes, and smoking cessation, diabetic support, weight management.

The Clinic constantly strives to build new relationships with hospitals, physicians, and dentists in the area and has developed several partners through Freeman Health Services, Mercy Hospital, Children's Haven, Economic Security Council, Lafayette House, Red Cross, as well as area shelters/recovery houses. The Clinic has also initiated a partnership with Heart to Heart International to provide an in-house laboratory, allowing all lab work to be done on-site. The Clinic also has a partnership with Missouri Southern State University to provide assistance through their students presently enrolled in the dental program.

The Clinic served as a triage area for health services immediately after the disaster, and due to the higher than normal volume as a result of the event, has deteriorated faster than anticipated. The Clinic also provided first aid to patients, replaced medications, and acted as a respite location for healthcare workers who were working at Memorial Hall. The increase in volume of patients served resulted in damages to the interior paint, flooring, furnishings for the waiting and exam room, as well as the parking lot.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, Health Facilities and will utilize the National Objective of Low-Moderate Income Limited Clientele.

**Long-term Recovery from Specific Disaster**
The Clinic focuses on providing services that cannot be found elsewhere in the community and does not duplicate services that may be offered by other local not-for-profit agencies. Rehabilitating its current location will help improve the quality of services being provided to LMI individuals and their families.

## SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $20,508,872 |
| Geographic Area: | City of Joplin |
| Applicant Eligibility: | N/A; Public Facilities and Infrastructure Improvements |
| Start/End Dates: | October 2015 – October 2017 |
| Performance Outcomes: | Design and construction of sewer and manhole structures |

**Funding Allocation Summary**

| | | |
|---|---|---|
| $20,508,872.00 | Total to-date | |
| $9,407,539.00 | Amendment 8 | Construction of 2nd/3rd phases |
| $1,100,000.00 | Amendment 7 | Design of 2nd/3rd phases |
| $1,000,000.00 | Amendment 5 | |
| $2,500,000.00 | Amendment 4 | |
| $2,000,000.00 | Amendment 3 | Design/construction of 1st phase |
| $4,501,333.00 | Amendment 1 | |

**Basis for Allocation**
As with storm sewers, the tornado and ensuing heavy equipment activity caused significant damage to the manhole and sanitary sewers across the tornado recovery area. The City has an annual capital program that repairs and replaces sanitary sewers. The annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per Department of Natural Resources (DNR) bypass elimination plan, and for Infiltration and Inflow (I/I) reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek Wastewater Treatment Plant (WWTP). All tornado recovery area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Staff extrapolated those rankings and percentages across the entire tornado area. Estimates and ranking scale, as well as the sewers in the tornado recovery area, are included as a part of this work.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objectives of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive low/moderate area (LMA) assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve sanitary sewer service as well as reduce I/I. Having an

upgraded and modernized system extends the life of our treatment plants, as well as reduces the number of backups into citizens' households after large rain events. The City will have a well mapped system with a ranking to identify future preventative maintenance needs. This upgrade to the system will position the community in better compliance with state regulation as well.

## ADVANCED TRAINING & TECHNOLOGY CENTER (PHASE I)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin Area Chamber of Commerce Foundation (JACCF) |
| Budget: | $3,900,000 |
| Geographic Area: | City of Joplin: |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | September 2015 – December 2016 |
| Performance Outcomes: | Stimulate economic growth by enhancing resident's skill sets and filling the gaps in the area's workforce by providing better-skilled workers, particularly LMI residents. |

**Basis for Allocation**

Recovery from a major natural disaster can take years or even decades. The community continues to have an ongoing need for economic development projects to stimulate the economy. A key part of the recovery is employing the unemployed and upgrading the skill sets of the underemployed. The proposed Advanced Training and Technology Center will help fill gaps in the area's workforce, provide better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living. This allocation will provide the means to purchase and renovate a building for the center.

This project will aggressively work with those organizations which are directly in contact with people in the Joplin community who are most at risk because of a lack of education, minimal job skills and/or minimal work experience. The proposed Center is in close proximity (within walking distance) to the greatest identified need within the City of Joplin. Three homeless shelters: the Salvation Army, Joplin Community Clinic, and the Joplin Health Department are all within walking distance from the proposed Center. These stakeholders will be used to identify the basic skills and needs of those most at risk. The Center will work with those citizens recommended by these stakeholders to enhance their basic job skills, allowing them the opportunity for employment in positions that may provide a higher income, better benefits, and more stability. Ending homelessness among military veterans will be a key component of the outreach process. Veterans groups will be included as stakeholders to advance the dialogue and promote the opportunities for training.

The Center will also be a focal point for key existing, new and emerging technology in advanced manufacturing and information systems, and provide training in these industries. It is anticipated students will come from the existing workforce and be trained at the direction of their employers, although some students may take the training on their own to improve their skills and be better

positioned for advancement at their current or other employers.

The size and construction of the proposed facility will make it suitable for a wide range of opportunities. The vacant building still offers a wide variety of educational and training "spaces" that can easily be modified to meet the needs as proposed. The program will initially target four sectors:

- Basic Job Training & Education (skills incubation)
- LMI outreach with stakeholders serving that population. LMI training in the following:
    - Basic job soft skills
    - Entry-level manufacturing skills, including welding and maintenance
    - Entry-level culinary and commercial kitchen skills, cleaning, maintenance, safety
    - Basic computer skills
    - Basic customer service skills
- Advanced Manufacturing, Information Technology, Culinary Services & Construction
    - Industrial maintenance, including electronics
    - Welding
    - Machining (emphasis on Programmable Logic Controllers)
    - Advanced manufacturing technology such as 3D printing basics
    - Cooking, food preparation skills, and inventory management
    - Catering services and management
    - Advanced food safety
    - Enhanced computer skills, including graphics, networking
    - Financial management tools
    - Cloud systems
- Technology Based Incubation and Advanced Skills Development
    - Missouri targeted markets: advanced manufacturing, IT, life sciences
    - Investigate life science research associated with proposed new medical school
    - Seek opportunities with new MSSU DNA research lab, specifically food safety testing
    - Utilize services of Newman Innovation Center
    - Provide tenants access to Small Business and Technical Development Center (SBTDC) services and scheduled seminars for ongoing outreach and training to clients
    - Propose partnership with Mercy Research and Development in Springfield to encourage physicians to develop new medical devices in Joplin
    - 3D printing devices for entrepreneurs for rapid prototyping
    - Firms will be encouraged to provide on-going advanced training for employees to improve workforce skills
    - Assist entrepreneurs seeking capital to fund startup or in growth stages
    - Provide conduit to technology research and assistance utilizing existing partnership with 10 Missouri Certified Innovation Centers
    - Provide educational programs and connectivity to MSSU, Missouri Alternative and Renewable Energy Technology (MARET) Center

Crowder College, a partner in the project, aims to enhance the skills of several thousand residents over the next 5 years. The Advanced Training and Technology Center is an

investment that not only has an immediate impact, but a continued economic impact throughout Joplin's future. Phase I of the Advanced Training & Technology Center focuses on the acquisition and renovation of the proposed facility, while a future Phase II will focus on the furniture, fixtures, and equipment.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low-Moderate Income, Limited Clientele.

**Long-term Recovery from Specific Disaster**
The intention of the project is to not only enhance the skills of the underemployed, but also to provide better employees to local employers thus promoting economic development. The program will restore local business and provide a more stable economy for the City of Joplin.

## CROSSLINES COMMUNITY FACILITY

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Crosslines Churches of the Joplin Area, Inc. |
| Budget: | $555,000 |
| Geographic Area: | 320 School Avenue Joplin, MO |
| Applicant Eligibility: | Low Income applicants for food and other assistance; Public Facilities |
| Start/End Dates: | January 2015 – January 2017 |
| Performance Outcomes: | Rehabilitation of existing Missouri Casting facility |

**Basis for Allocation**
In support of its ongoing and expanded operations as described in further detail below, CDBG-DR funds for the Crosslines Community Facility will support the rehabilitation of an existing facility (approx. 10,000 sf) identified by the Administering Entity. In addition to general rehabilitation as a previous storage/warehouse facility, the new location will need the following renovations: restrooms, new HVAC, and food storage coolers.

Crosslines Churches of the Joplin Area, Inc. ("Crosslines") was organized in March of 1982 with the mission of "Serving God's People in Need through Church and Community Partnerships". Crosslines started with the support of 10 downtown churches in Joplin that desired to eliminate the duplication of services while providing a centralized location to operate a food pantry and clothing and housewares bank. Crosslines moved into their current building at 131 S. High Ave. in Joplin, in June of 1984. Today, they have 62 supporting churches, over 250 volunteers, and 8 part-time, paid staff members who assist clients.

Crosslines is a community of cross-denominational volunteers whose main mission is to supply emergency food, clothing, hygiene items, baby supplies, and basic household necessities to eligible community residents. Crosslines relies heavily on volunteers to sustain their daily assistance to those in need. These volunteers serve Monday through Friday, unloading,

stocking, and distributing food from their pantry, working in the clothing room sorting donated items, and distributing clothing.

Crosslines' purpose is to assist the elderly, disabled, and low income individuals and families and to provide a "hand up" to those who are experiencing difficult financial circumstances. In this, Crosslines also provides funding to assist with rental and utility obligations in crisis situations.

Crosslines is now in their 32nd year of providing services to those in need through donations from its supporting churches, businesses, citizens, community partners, and grants. Crosslines is experienced in organizing and managing its resources, and wishes to continue to contribute its work in supporting the improved health and vitality of the community.

On September 30, 2011, The Salvation Army of Joplin closed their Food Pantry and stopped distributing Government Food Commodities so they could focus on Tornado Case Management, Tornado Relief, and Homeless Services. At that time, they began referring their clients to Crosslines to meet their food needs. Those clients also included those impacted by the tornado. Because of this Food Pantry closing, Crosslines is now the only agency in the Joplin area that distributes Government Food Commodities to low income individuals. Crosslines added 1,278 square feet to their Food Pantry in 2013, yet they are still in need of more permanent space to keep up with the increased demand for their services. Additional capacity is required not only for the storage and distribution of foodstuffs but also for the clients' intake services. Crosslines is a member of the Jasper County COAD (Community Organizations Active in Disaster) and acted as the fiscal agent, 501(c) (3) agency, for the Long Term Recovery Committee for the COAD after the May 2011 disaster.

Crosslines was one of the first organizations to become part of the Charity Tracker network. Charity Tracker is a web-based program that is encrypted and password protected. It tracks all assistance given to families and individuals by the 76 agencies, churches and organizations in the network. Crosslines also works hand-in-hand with the Missouri Department of Social Services, filling in the gap of those who have registered for Food Stamps and not received their card in the mail yet, or who are having some problem with their Food Stamp services. These safeguards are in place to avoid duplication of services.

Listed below is a chart of the increased needs Crosslines has assisted with since the May, 2011 disaster. As evidenced, the community's need for food assistance has increased substantially. The amount of food donated has risen significantly and even with that rise, Crosslines will still continue to spend a considerable amount of money to keep their Food Pantry stocked with healthy food. Crosslines' payroll expense has also risen as they now employ a Pantry Manager to pick up and manage all the donated food. Crosslines has also added a receptionist and Donations Room Manager to help keep up with the increased demand in services. The amount of money Crosslines spends to help with rental and utility assistance also continues to rise.

| HISTORICAL ASSISTANCE CHART | | | | |
|---|---|---|---|---|
| **Service** | **2010** | **2011** | **2012** | **2013** |
| Food | 7,720 | 7,881 | 9,411 | 10,346 |
| Clothing & Housewares | 13,147 | 11,515 | 12,242 | 11,698 |
| Donated pounds of food received | Not tracked | 315,069 | 239,276 | 419,579 |
| Pounds of food donated to others | Not tracked | 58,832 | 58,308 | 41,188 |
| Rental and Utility Assistance | $38,392.00 | $44,295.00 | $45,423.00 | $51,236.00 |
| Payroll | $59,741.69 | $56,865.62 | $72,692.37 | $88,005.28 |

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low-Moderate Income Limited Clientele. Crosslines Churches of the Joplin Area, Inc. will collect income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

**Long-term Recovery from Specific Disaster**
This activity will include the rehabilitation of a former warehouse facility, which will be converted into a community service facility operated by Crosslines Churches of the Joplin Area, Inc. This new facility will be a driving force in the community to help to stabilize economic activity through ongoing support of the elderly, disabled, and low income individuals and families by providing supplemental "hand up" support to those who have fallen on difficult financial circumstances and continue to be impacted by the effects of the 2011 disaster.

## MERCY PUBLIC PARK

**Program/Activity Details**

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

*Funds were added to this project to account for the increase in scope of the project

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

In response to the destruction of the St. John's Regional Medical Center at 26th & McClelland, Mercy Health System is rebuilding a 600,000 square-foot hospital at a new location that will serve Joplin's growing healthcare needs. As a visionary project to heal the original 50 acre site of the destroyed hospital, Mercy developed conceptual plans to create a chapel garden over a portion of the original site. Mercy has indicated they would like to donate a portion of the tract to the City of Joplin to develop as a passive public park to enhance the adjacent Cunningham Park and newly constructed Irving Elementary School to provide a public amenity in the tornado damaged area. The City's public park plans would include such amenities as: open green space, trails, and benches to serve as a continual transition between Cunningham Park and Irving Elementary School.

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

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

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements and will utilize the National Objective of Low-Moderate Income Area Benefit.

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

## CURB & GUTTER IMPROVEMENTS (DESIGN ONLY)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$ 393,000.00~~ $0* |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure |
| Start/End Dates: | October 2013 – October 2015 |
| Performance Outcomes: | Design for a project to result in the reconstruction of approximately 700,000 linear feet of curb and gutter |

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

**Basis for Allocation**
Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve aesthetics of streets and private property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

## STORM-WATER IMPROVEMENTS (DESIGN ONLY)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$ 2,381,400.00~~ $0* |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure |
| Start/End Dates: | October 2013 – October 2015 |
| Performance Outcomes: | Design for a project to result in the completion of 34 separate Improvement/Facility Projects |

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

**Basis for Allocation**
The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

## SIDEWALK & ADA RAMP CONSTRUCTION AND RECONSTRUCTION (DESIGN ONLY)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$ 588,000.00~~ $0* |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure |
| Start/End Dates: | October 2013 – October 2015 |

Performance Outcomes: Design for a project to result in the reconstruction of approximately 800,000 linear feet of sidewalk

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

**Basis for Allocation**

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during debris removal process and will be replaced through this process as well.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

**PUBLIC SERVICES**

## ADVANCED TRAINING & TECHNOLOGY CENTER (PHASE II)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin Area Chamber of Commerce Foundation (JACCF) |
| Budget: | $2,600,000 |
| Geographic Area: | City of Joplin: Jasper and Newton Counties (30 mile radius) |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | September 2016- September 2018 |
| Performance Outcomes: | Stimulate economic growth by enhancing skill sets and filling the gaps in the area's workforce by providing training opportunities. These funds will be used to purchase furniture, fixtures, and equipment required for the execution of the proposed training programs. |

**Basis for Allocation**

Recovery from a major natural disaster can take years or even decades. The community continues to have an ongoing need for economic development projects to stimulate the economy. A key part of the recovery is employing the unemployed and upgrading the skill sets of the underemployed. The proposed Advanced Training and Technology Center (Phase II) will help fill gaps in the City of Joplin's workforce, provide better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living. This allocation will provide the means to purchase furniture, fixtures and equipment required for the development and execution of the proposed training programs/classes. As the economy rebounds, area manufacturers are increasingly reporting shortages in finding skilled and semi-skilled labor, particularly in machine operations, maintenance, quality control and welding.

The Center will be owned and managed by the Joplin Area Chamber of Commerce Foundation (JACCF). JACCF will work with contracted partners to operate individual programs. Those partners include Crowder College (CC), Workforce Investment Board (WIB) and the Joseph Newman Innovation Center (NIC is a program of JACCF).

The partnership of JACCF, CC WIB, and NIC will create programs that are unique and offered at a lower cost than others found in the Joplin area. Programs will include:

- Innovation Center Services (NIC, JACCF)
- MakerSpace (JACCF)
- WIB Career Counseling and Career Track services (JACCF, WIB)
- Advanced Custom Training (JACCF, CC, WIB)
- Advanced Manufacturing Technology (CC)
- Advanced Welding (CC)

- Advanced Drafting/CAD Training (CC)
- Advanced Computer Network Services (CC)
- Specialized Worker Safety Training (CC)
- Community Health Programs (CC)
- Culinary Kitchen for student lunches and special functions (JACCF, CC)
- Future expansion: Culinary Training, Commercial Kitchen and Hospitality Courses
- Future expansion: Alternative Energy

The goal of the classes being provided is to meet the educational and employment needs of the targeted population by providing them access to services and training through programs offered by Crowder College (CC). These classes address the needs of individuals in target categories, low to moderate income (LMI) individuals, unemployed, underemployed, entrepreneurs and veterans in our community.

- Low to moderate income (LMI) individuals
    - LMI individuals often do not have the resources to access training to improve their skills and economic situation.
- Unemployed individuals
    - There are a record number of unemployed individuals who have quit looking for work because they do not have the skills needed to obtain employment.
    - Employers indicate that workers who seek employment need more advanced skills, which can be obtained through the programs offered at the Center.
- Underemployed individuals
    - Underemployed individuals are those working in low-wage jobs, but have the desire to improve their situation. These individuals need access to training.
- Veterans
    - Many veterans are searching for better employment options. The Center can offer training to the veterans to help enhance or refresh their skills in order to gain improved employment.
- High Risk high school and college students
    - Students often require basic skills and training to enter the workforce.

The Center's intention is to provide classes to a minimum of 750 LMI individuals in the first five years of operation for the equipment purchased. For every $3,500 spent on equipment, one LMI student must be served/trained through Center. With an estimated $2.6M expenditure, the Center project approximately 750 participants over five years.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (e) Public Services, and will utilize the National Objective of Low-Moderate Income, Limited Clientele.

**Long-term Recovery from Specific Disaster**

The primary mission of the Center is education, business assistance and job creation, specifically targeting low to moderate (LMI) income levels in the community. Many of these LMI individuals are veterans, unemployed and underemployed individuals in critical need of

expanded skills and targeted training. Since most of the area's government, social and other support services are located in Joplin, the City has attracted lower-income, homeless individuals and families that depend on those services. The proposed Center's location in downtown Joplin is in close proximity, within walking distance, to those greatest in need.
The Center will provide access to essential trainings that will help improve the City of Joplin's economy.

## JUVENILE DETENTION CENTER

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Jasper County Juvenile Court System |
| Budget: | $350,000 |
| Geographic Area: | City of Joplin: Tornado Area |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | January 2016 – January 2018 |
| Performance Outcomes: | Reduce juvenile offenders from having reoccurring offenses using a non-punitive approach, utilizing services and treatment that rely on more of a family oriented intervention approach. |

**Basis for Allocation**

The Jasper County Juvenile Detention Center provides housing and alternative treatment (counseling services, life skill lessons) to juvenile offenders that reside in Jasper County. Traditionally, the Juvenile Detention Center is a "front-line" intervention facility that is utilized to keep juvenile offenders from offending further and for "holding" offenders until other intervention services can be initiated. The current Juvenile Detention Center provides a variety of services for Joplin students and their families which include providing alternative school setting, tutoring, certified teachers, nutritional meals, hygiene services, supervision, assessment, recreational services, mentoring and service learning program, truancy/diversion program, all of which are interventions within the large continuum of best practices for juvenile services. This continuum of intervention allows for individualized treatment plans for youths and their families which have been beneficial over the years.

Since the May 2011 tornado, the Center has recorded an increase in referrals from the Juvenile Circuit court system, resulting in greater demand for the services required for these interventions. The formal court referrals in Jasper County peaked in 2012 with 986 formal juvenile filings, 96% of the filings were Joplin youths and their families. The truancy referrals also peaked in 2012 with 573 referrals; 63% of the referrals were Joplin students. The Diversion court numbers have also increased each year as the program has grown serving 196 families since 2010, 85% of the children being served are from Joplin Schools. The Detention Center has realized that juveniles who experienced the tornado and its aftermath are in need of skills to mitigate anxiety, to enhance coping skills and to develop problem solving skills.

As the Center continues to see an increased need for interventions as well as prepare for on-

going demand in programming over the next 6-8 years (as indicated by Ozark Mental Health Center and research literature on disaster trauma), they are proposing an increase in the delivery of their services in the Joplin area. Through the four years post-tornado, the Jasper County Juvenile Court has created a new model of serving juveniles. Nationally, there is an initiative to 'divert' juveniles away from the detention services and instead implement services that are restorative rather than punitive, therapeutic, and family focused. Jasper County Juvenile Court has a five year history with their Diversion Court program. The program utilizes a multi-disciplinary approach to creating interventions that are individualized and less punitive, rather than locking the juvenile offender in a detention cell. The Jasper County Juvenile Court intends to implement more interventions to better serve the disaster affect juveniles and their families. The National trend is that fewer juveniles are re-entering the system when non-punitive approaches are utilized (lower recidivism rates). Although not conclusive, the recent reduction of new cases in Jasper County annually can be viewed as an indicator of this trend.

The Center plans to use the CDBG-DR funds received to provide salary and benefits for one recreation/therapeutic aide, two paraprofessional teacher's aides, and one qualified mental health professional (preferably a Master's level Social worker or Counselor) to provide evaluations and deliver programming needs. The Center will also provide services to process and "match" juvenile offenders with the appropriate community treatment providers in a timely manner as well as have the ability to respond immediately to crisis concerns within the Center.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (e) Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

**Long-term Recovery from Specific Disaster**
The Alternative services being provided through the Juvenile Detention Center will aid in the long-term community recovery by providing needed counseling services for Joplin youth and their families. The public service being provided will help prevent or reduce the number of youths entering into the formal adjudication system and help to develop responsible law abiding citizens. By expanding the programming through the assistance of the CDBG-DR funds, the Center will ultimately help provide positive social and economic benefits to the City of Joplin.

## OZARK MENTAL HEALTH SERVICES

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Ozark Comprehensive Behavioral Mental Health Services Center |
| Budget: | $110,000 |
| Geographic Area: | City of Joplin: Tornado Area |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | December 2015 – December 2017 |
| Performance Outcomes: | Provide mental health services to LMI individuals and families in the City of Joplin who suffer from conditions related to the May 2011 |

tornado

**Basis for Allocation**

The Ozark Comprehensive Behavioral Mental Health Services Center ("Ozark Center" or "Center") is a nonprofit entity of the Freemen Health System. The Ozark Center has approximately 500 employees in 30 different locations in southwest Missouri and includes service areas in Jasper County. The main goal of the Center is to improve the health of the communities served by providing contemporary, innovative, trauma-informed, quality healthcare solution. The Commission on Accreditation of Rehabilitation Facilities (CARF), which is an independent international agency monitoring quality in mental health services, has given the Ozark Center the highest accreditation score possible. The Ozark Center is also certified and licensed by the Missouri Department of Mental Health. Through innovation, pursuit of grants, and fundraising activities the Center continues to expand services and programs provided. The Center is currently located at 1105 E 32nd Street in Joplin, which is in the heart of the tornado impacted area. The Center is also the area's largest and most comprehensive behavioral healthcare provider and has qualified staff that provide effective, caring and confidential services for adults, families and children, including:

- 24 hour Crisis services
- Individual, group and family therapy
- Residential care
- Inpatient/Outpatient Psychiatric services
- Substance abuse/addiction
- Support groups
- In-home support

The Ozark Center will provide in-patient and out-patient mental health services to Joplin children and adults within the LMI population who suffer from conditions related to the May 2011 tornado. Services will be provided to both uninsured and underinsured LMI individuals to help combat conditions related to trauma as a result of the tornado, some of which include post-traumatic stress disorder, anxiety disorders, depression, and substance abuse. Approximately 70% of the Ozark Center's clientele are considered LMI; of this number approximately 30% of clientele are uninsured. According to a recent study conducted by the University of Missouri, post-traumatic stress disorder (PTSD) in Joplin rose from 12.26% at 6 months post-disaster to 26.74% at 30 months post-disaster. Research results indicate that long term (multi-year) community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event.

The Center has also documented an increase in call volume at their Access Crisis Intervention (ACI) center. In 2009 and 2010, the Center averaged 10.16 and 11.39 crisis calls respectively during the day shift. In 2012, the Center averaged 23 calls per day time shift. In comparison to 2009, the 2012 call volume shows a 57% increase in day time calls and in comparison to 2010 the 2012 call volumes shows an increase of 52%.

To-date, psychiatric and other non-substance abuse services at Ozark Center have seen a 107%

increase over 2010. Children's mental health outpatient services in 2012 saw an increase of 191% over the services offered in 2009 and 105% over the services offered in 2010 and 51% over the services offered 2011.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (e) Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

**Long-term Recovery from Specific Disaster**
This project will provide funding to the Ozark Center to support its increased capacity for providing mental health services to LMI individuals and families in the City of Joplin. The Center will support the overall community recovery by addressing the continued health needs of youth and adults due to the May 2011 tornado.

## MENTAL HEALTH PROGRAMS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin School District |
| Budget: | ~~$332,730.00~~ $331,397.00 (CDBG)* |
| Geographic Area: | Joplin School District (parts of Jasper/Newton County) |
| Applicant Eligibility: | Any individual in need of programs as determined by School District Staff |
| Start/End Dates: | November 2013 – June 2014 |
| Performance Outcomes: | Approximately 1,000 Students assisted |

*$1,333 moved from this budget to Sanitary Sewer Activity

**Budget Details:**

| STAFF | Salary + Benefits for 11 Months | Joplin School 3 months Funded | CDBG Request – 8 Months |
|---|---|---|---|
| 1 FTE Director: | $78,000.00 | $21,270.00 | $56,730.00 |
| 2 FTE Mental Health Counselors: | ~~$203,500.00~~ $135,667.00 | ~~$55,500.00~~ $37,000.00 | ~~$148,000.00~~ $98,667.00 |
| 5.5 FTE School/Family Liaisons (formerly Case Managers and Check & Connect): | ~~$176,000.00~~ $242,000.00 | ~~$48,000.00~~ $66,000.00 | ~~$128,000.00~~ $176,000.00 |
| Total: | ~~$457,500.00~~ $455,667.00 | ~~$124,770.00~~ $124,270.00 | ~~$332,730.00~~ $331,397.00 |

**Basis for Allocation**

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. After the tornado, we, the leaders of Joplin Schools, quickly came to understand the extent to which many students and staff had been traumatized. The lives of our children, their

families, and the staff had been changed forever. Returning to the "daily business" of successfully educating children would require more extensive support and expertise than that in place in the pre-tornado school world. Based on the experience of others who had undergone similar disasters, national consultants and the research literature on overcoming trauma, we anticipated one half to a third of our students and staff might experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. As we investigated those similar situations, we also learned the psychological effect of trauma could become deep-rooted and reoccurring.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions. Families of students have been helped with avoiding homelessness from resource linkages in the community. Emergency assistance has been provided for vital psychological medication for students. Therapy groups have been formed to meet the needs of students to reduce anger and aggression, self-harm, and violent relationships. These groups have helped students to set a path of healthy relationships for their future. Our mental health professionals have collaborated with Mercy Hospital at their community dinners. We have connected with over 300 Joplin Schools' families during these dinners.

Additionally, Check and Connect - a dropout prevention program - was implemented by 5 case managers. They worked with over 100 secondary level students and their families to remediate barriers to school attendance and academic success.

Since these data and the conclusion of research reinforce the need for continued support, we anticipate needing approximately 8.5 mental health professionals to meet the needs of at least 1,000 students we believe will need services.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (e) Public Services, and will utilize the National Objective of Low-Moderate Income Clientele. The Joplin School District will collect Income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

**Long-term Recovery from Specific Disaster**

Our future goal is to continue with professional mental health counseling, case management and dropout prevention strategies. Additionally we desire to develop strong social and emotional skills within the general curriculum so that all students will have resiliency strategies for use in

their future. As the home environment sets the stage for school success, we desire to build stronger partnerships with parents, especially those who are experiencing social and emotional distress.

## PLANNING & ADMINISTRATION

## PROGRAM ADMINISTRATION & PLANNING

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$7,495,756~~ $8,687,806 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A |
| Start/End Dates: | Ongoing |
| Performance Outcomes: | Support grant management and execution |

**Basis for Allocation (Administration)**

All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

**Basis for Allocation (Planning)**

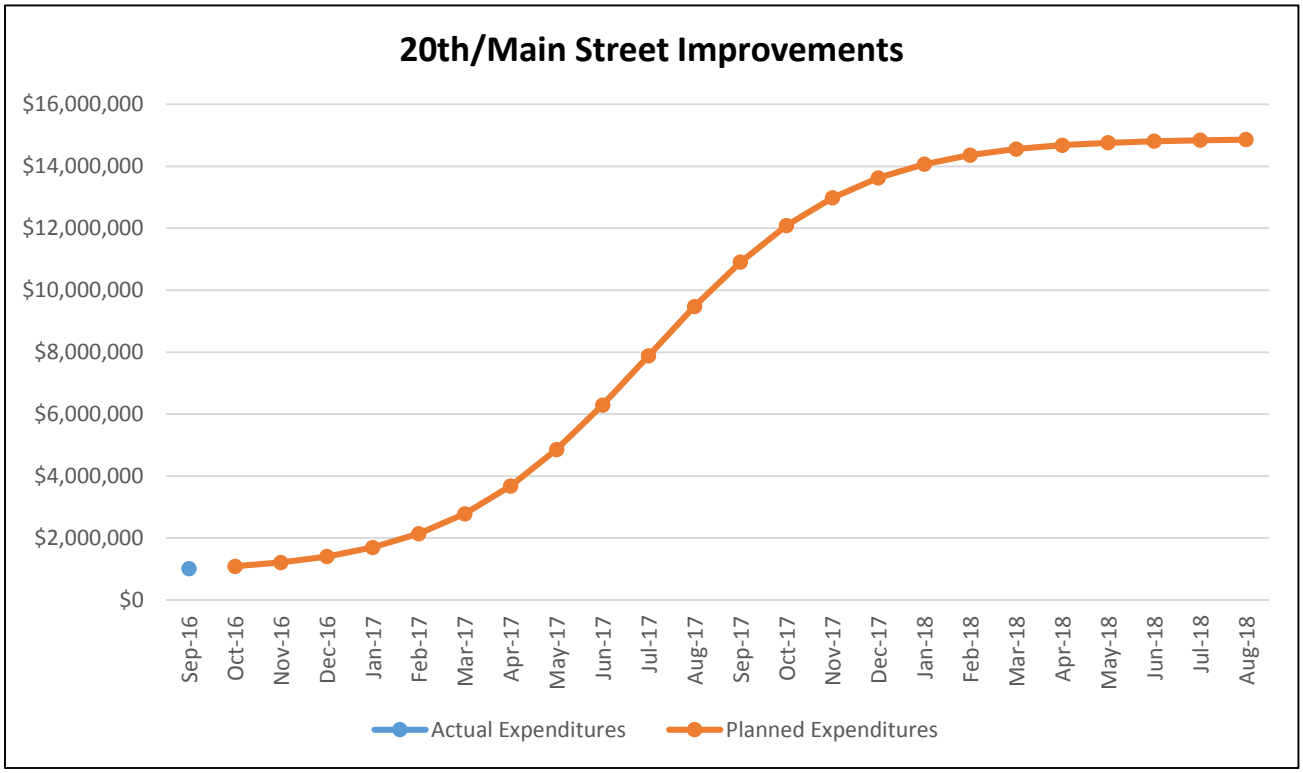
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

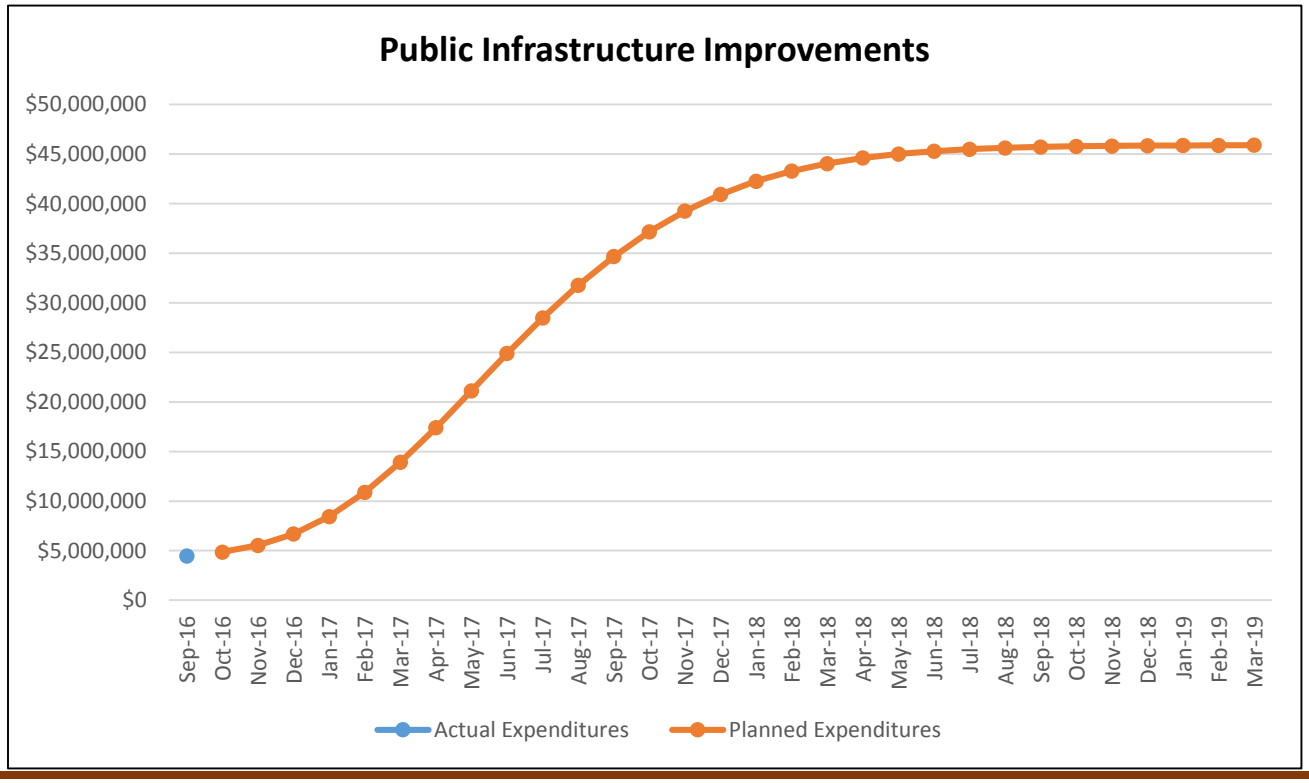
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

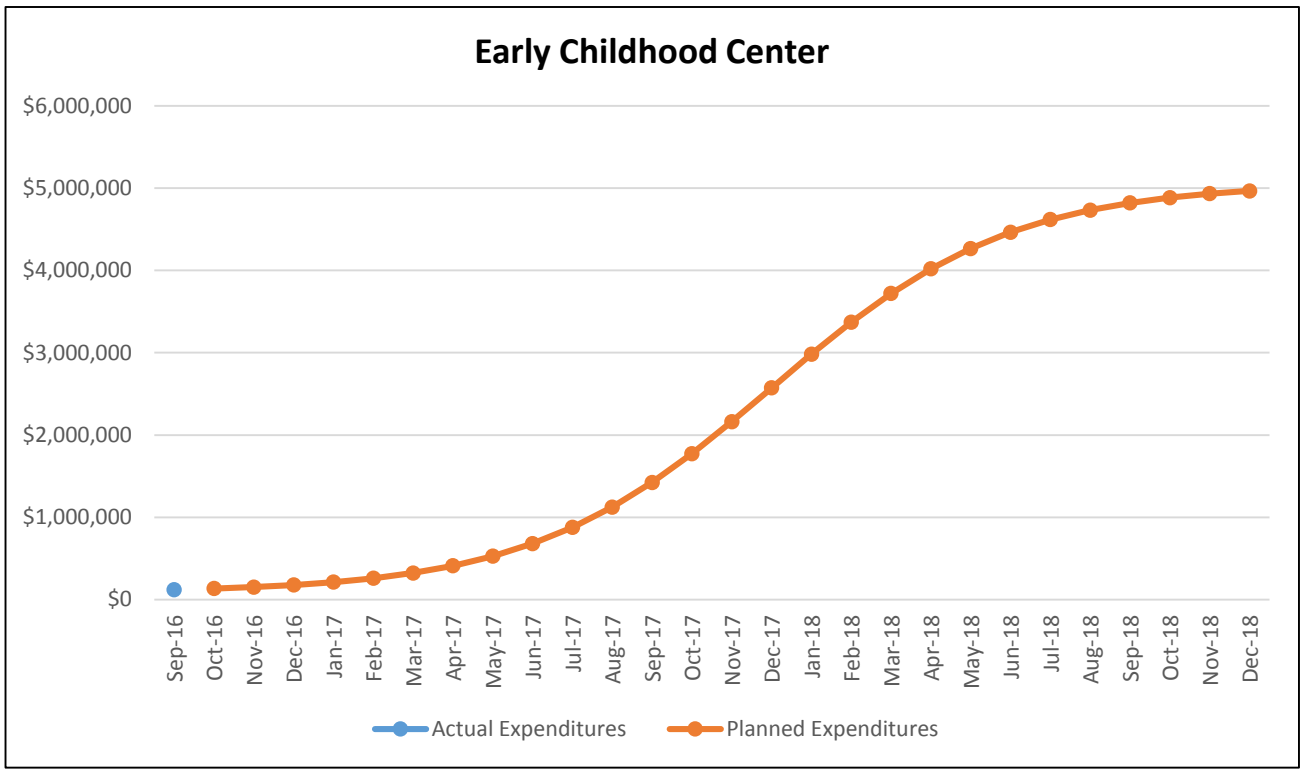
**CDBG Eligibility**

These activities are eligible under Program Administration and Planning.

# IX. PERFORMANCE SCHEDULES




Early Childhood Center
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
Jan-18
Feb-18
Mar-18
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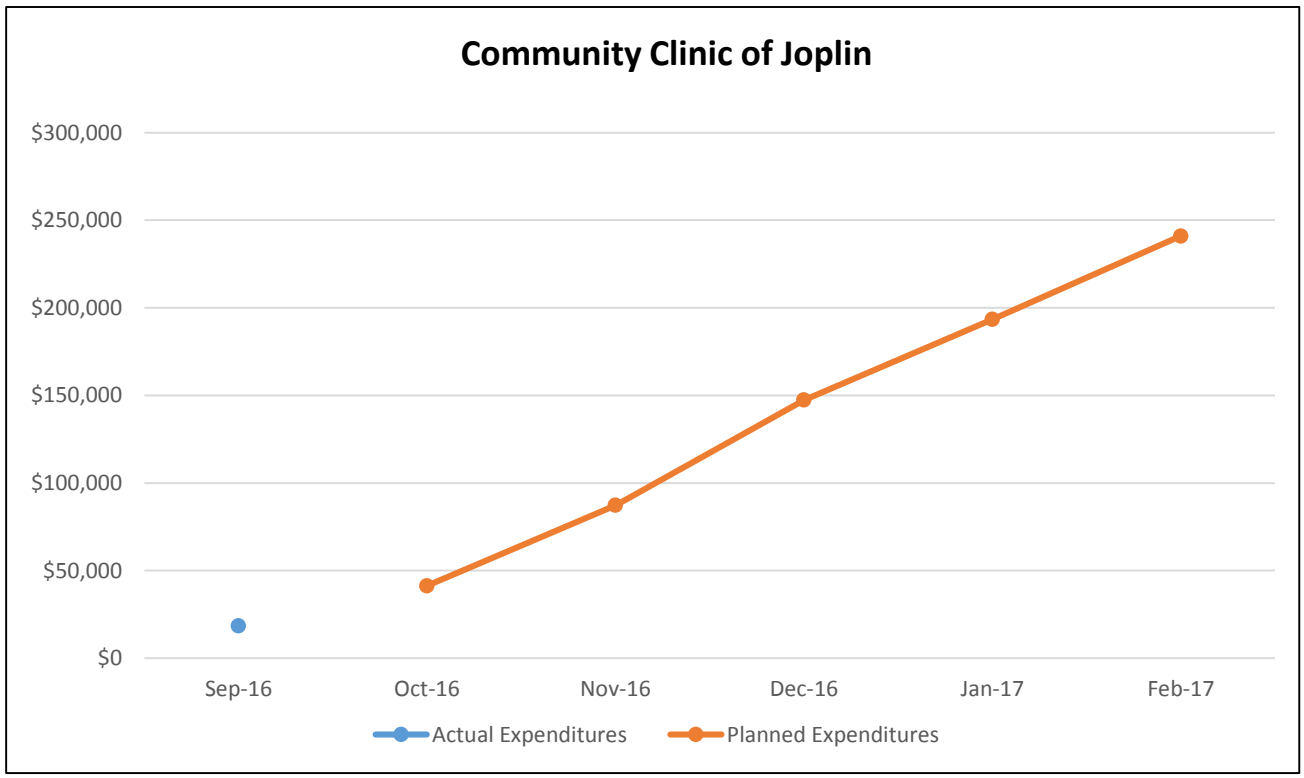
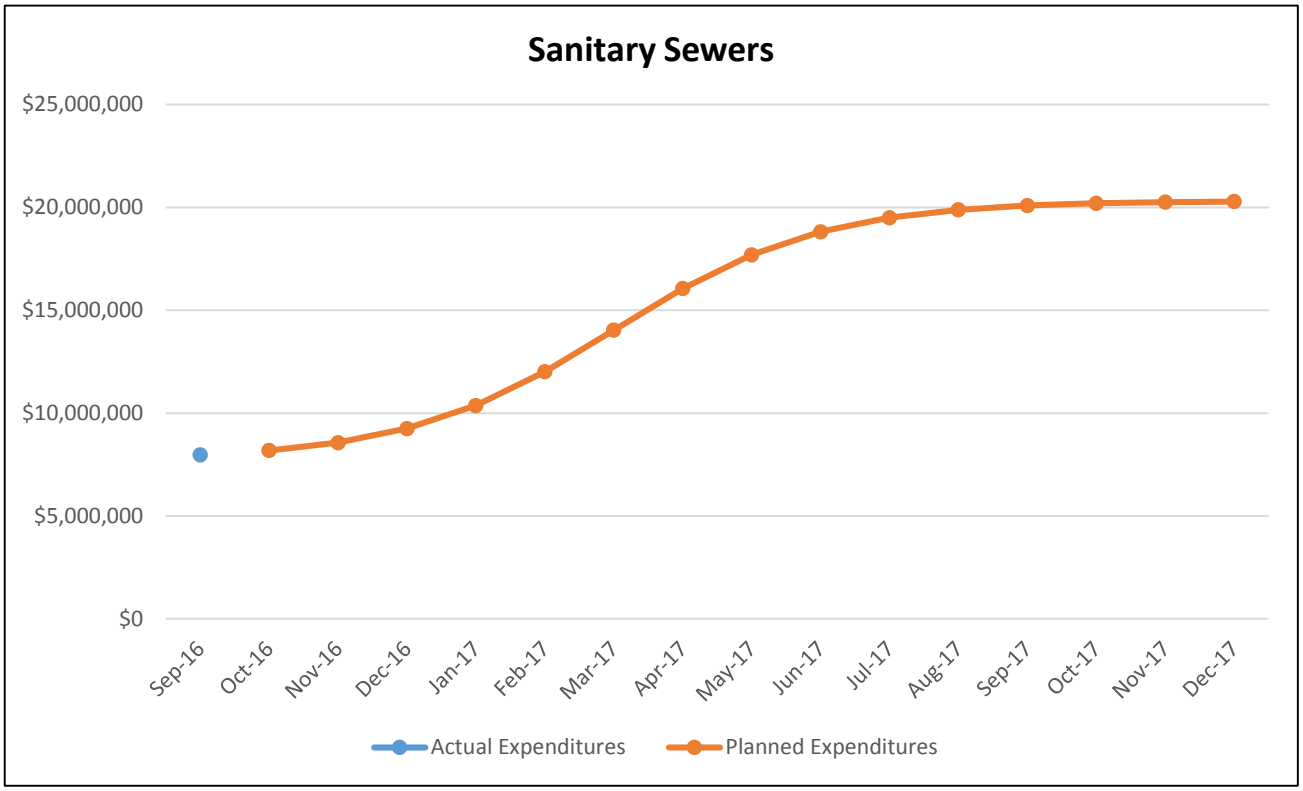
Dec-18
Actual Expenditures
Planned Expenditures


Community Clinic of Joplin
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Actual Expenditures
Planned Expenditures


Sanitary Sewers
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
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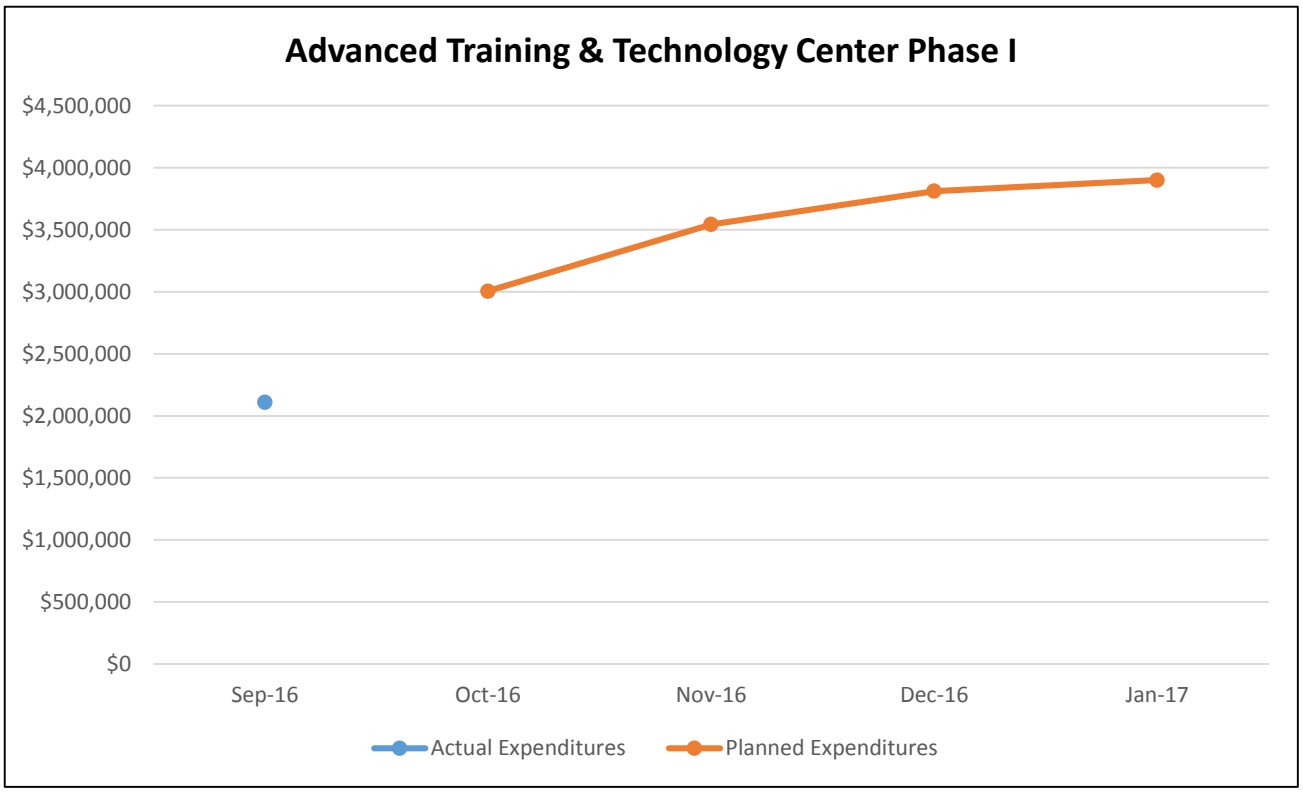
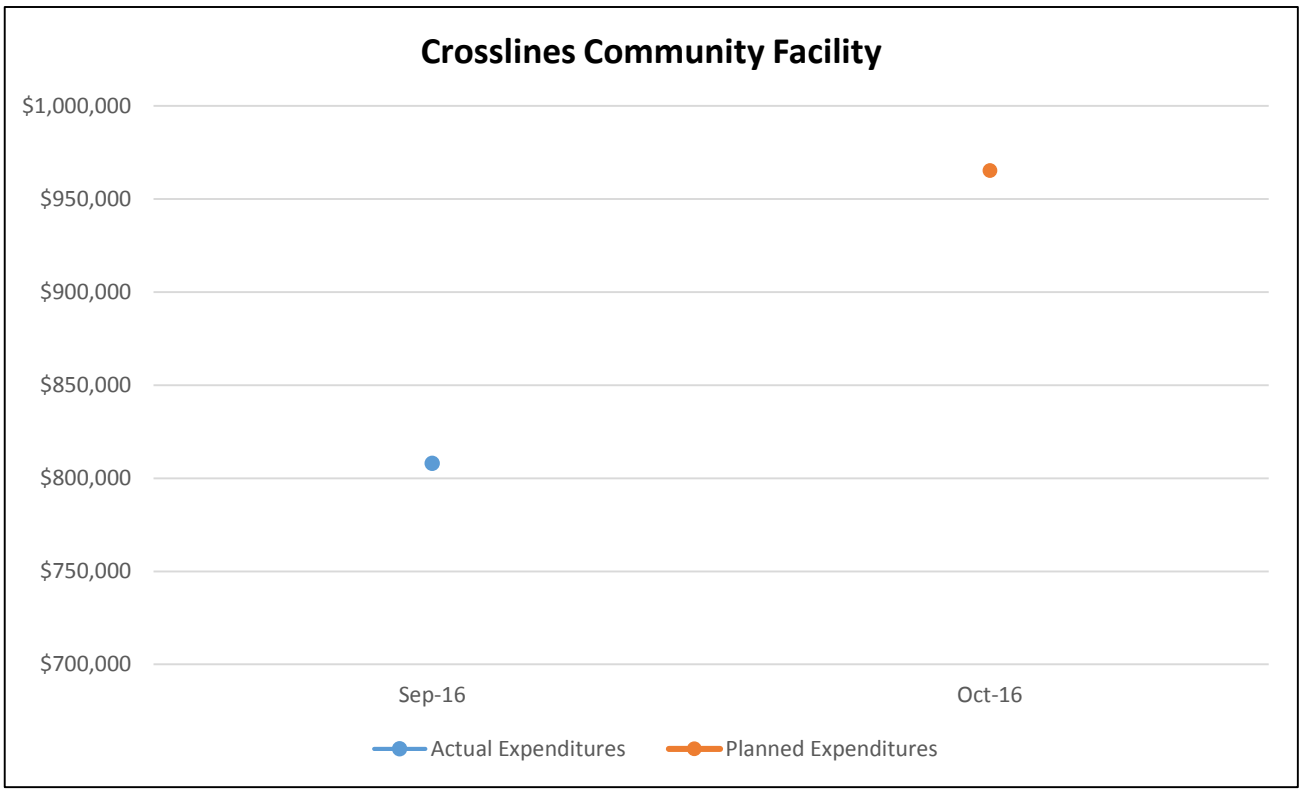
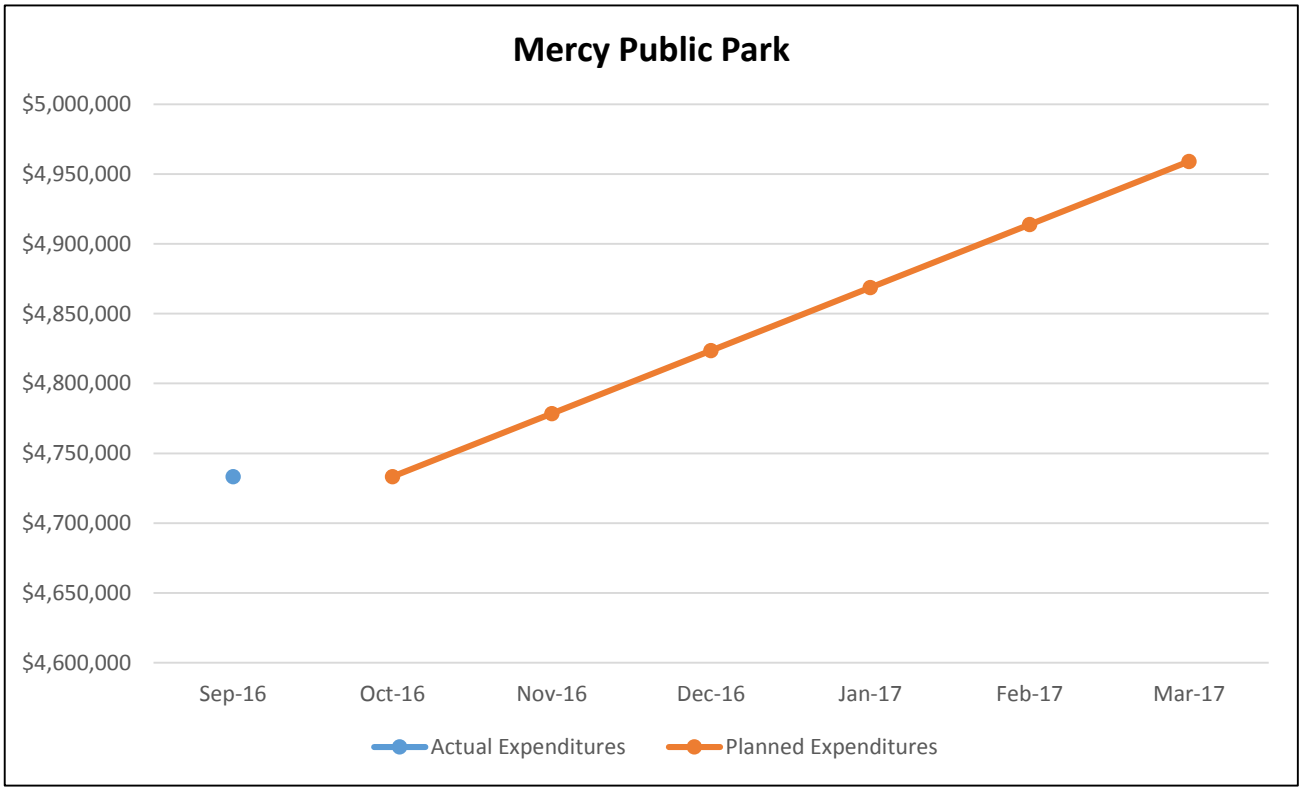
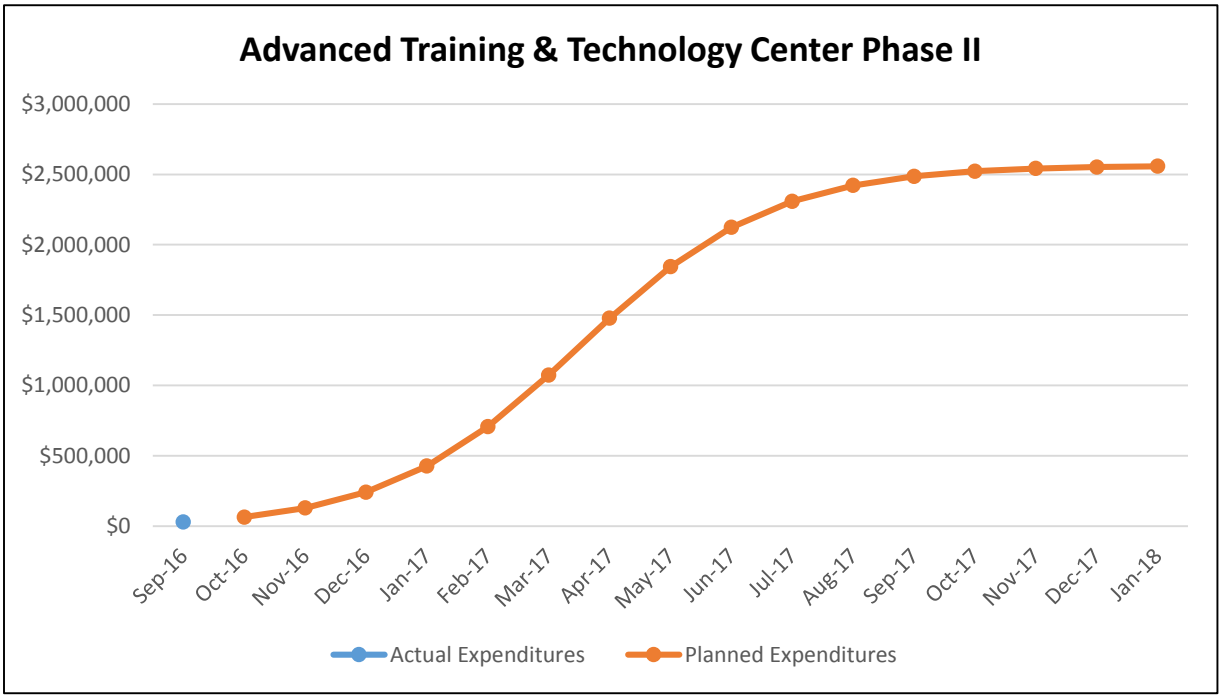
Planned Expenditures


Advanced Training & Technology Center Phase I
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Actual Expenditures
Planned Expenditures


Crosslines Community Facility
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
Sep-16
Oct-16
Actual Expenditures
Planned Expenditures


Mercy Public Park
$5,000,000
$4,950,000
$4,900,000
$4,850,000
$4,800,000
$4,750,000
$4,700,000
$4,650,000
$4,600,000
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Actual Expenditures
Planned Expenditures


Advanced Training & Technology Center Phase II
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
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Oct-17
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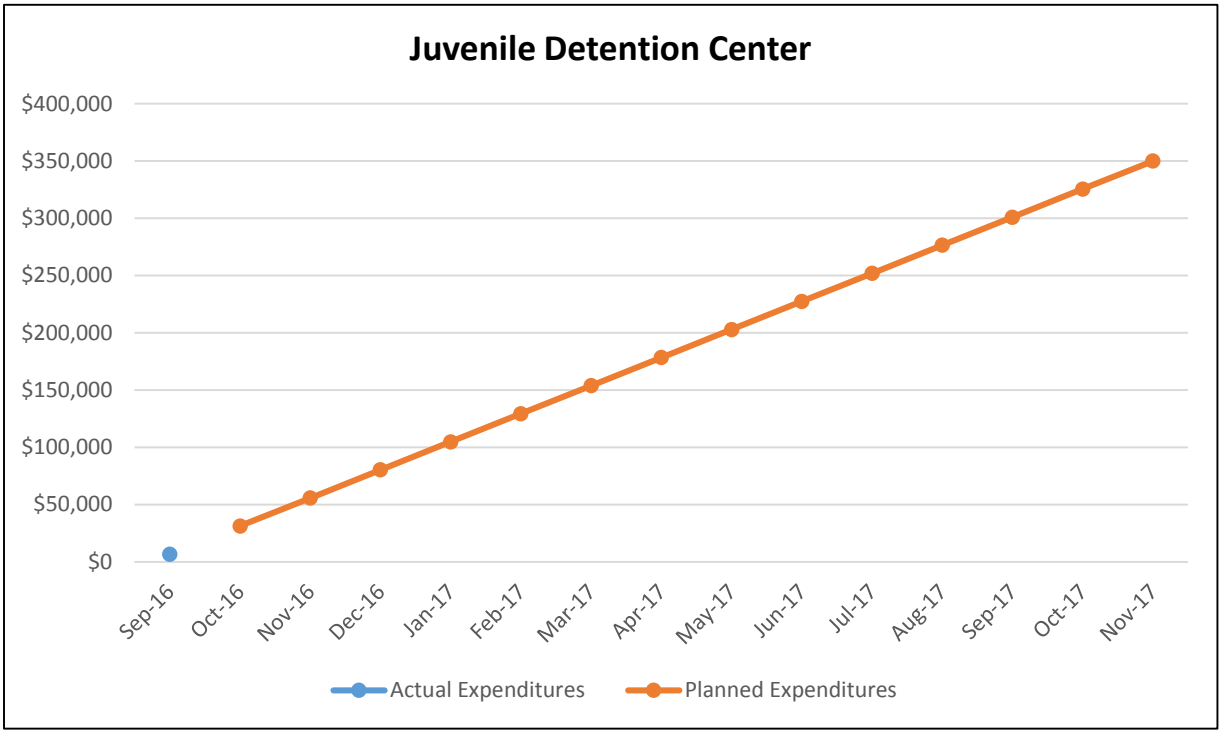
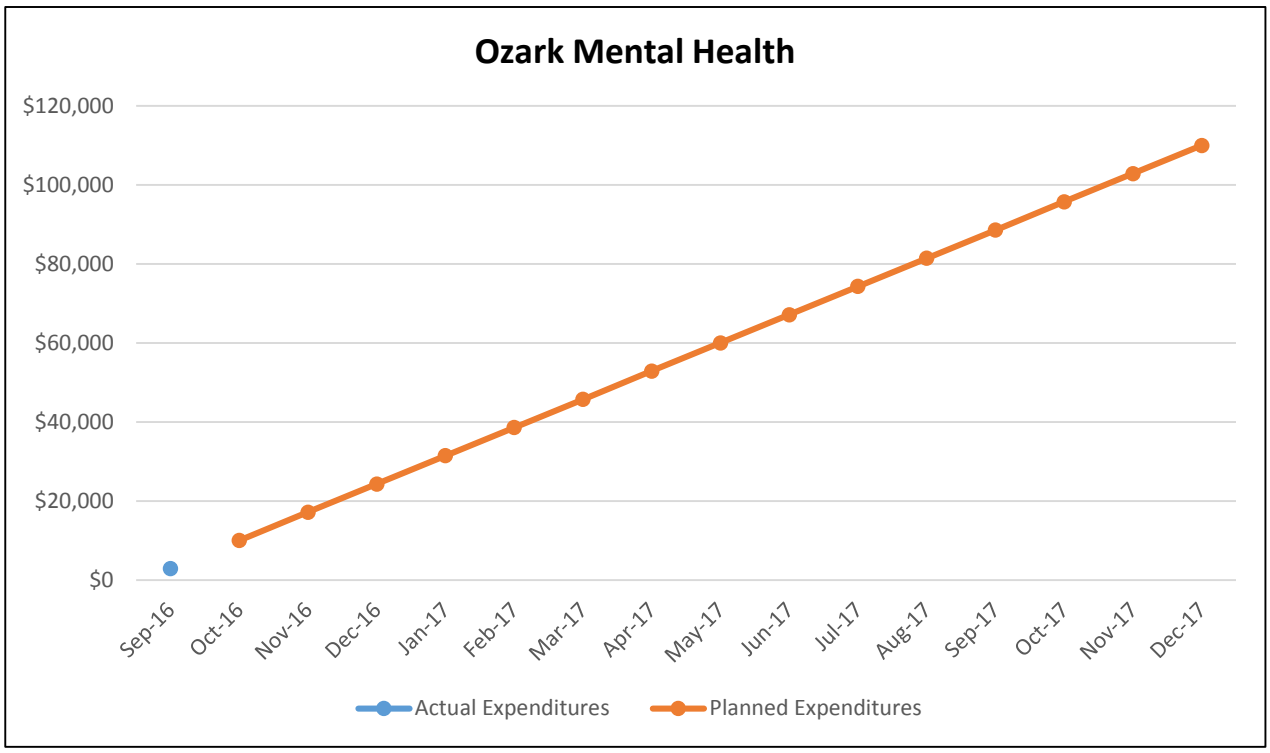
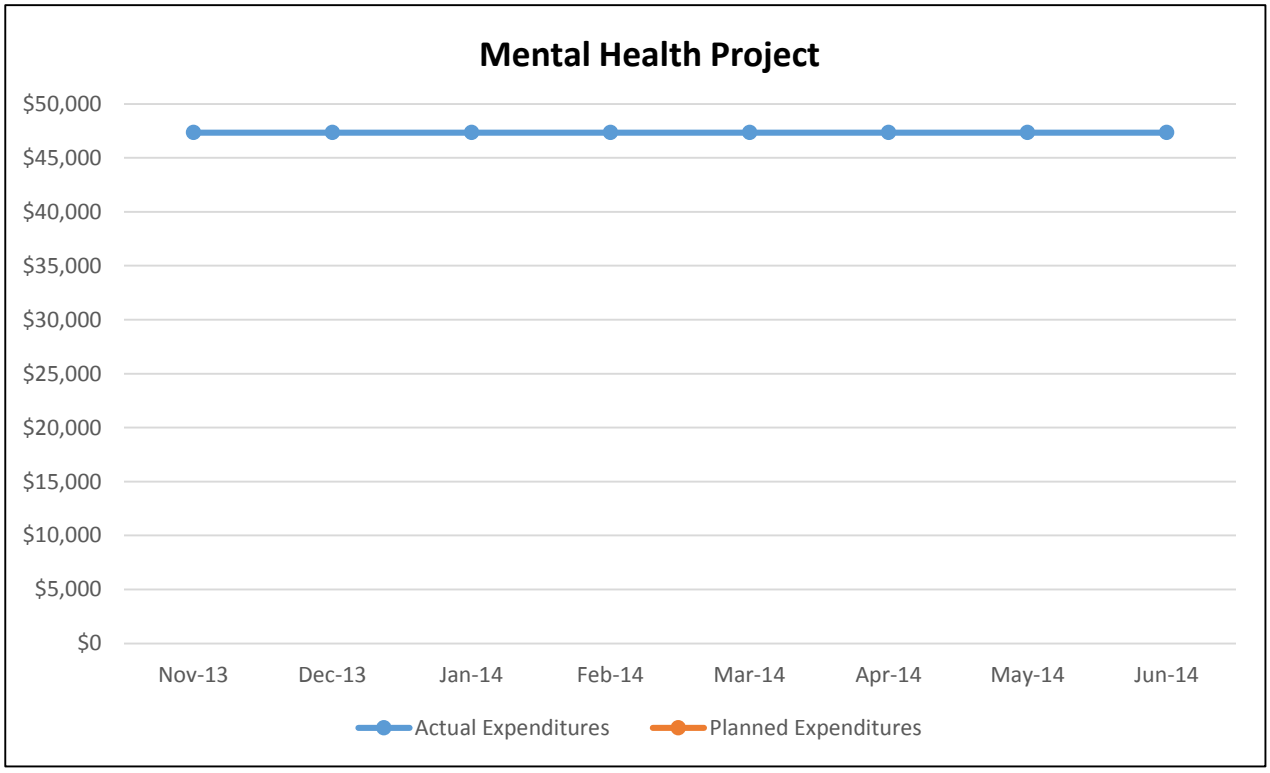
Dec-17
Jan-18
Actual Expenditures
Planned Expenditures


Juvenile Detention Center
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Actual Expenditures
Planned Expenditures


Ozark Mental Health
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
Actual Expenditures
Planned Expenditures


Mental Health Project
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$45,000
$40,000
$35,000
$30,000
$25,000
$20,000
$15,000
$10,000
$5,000
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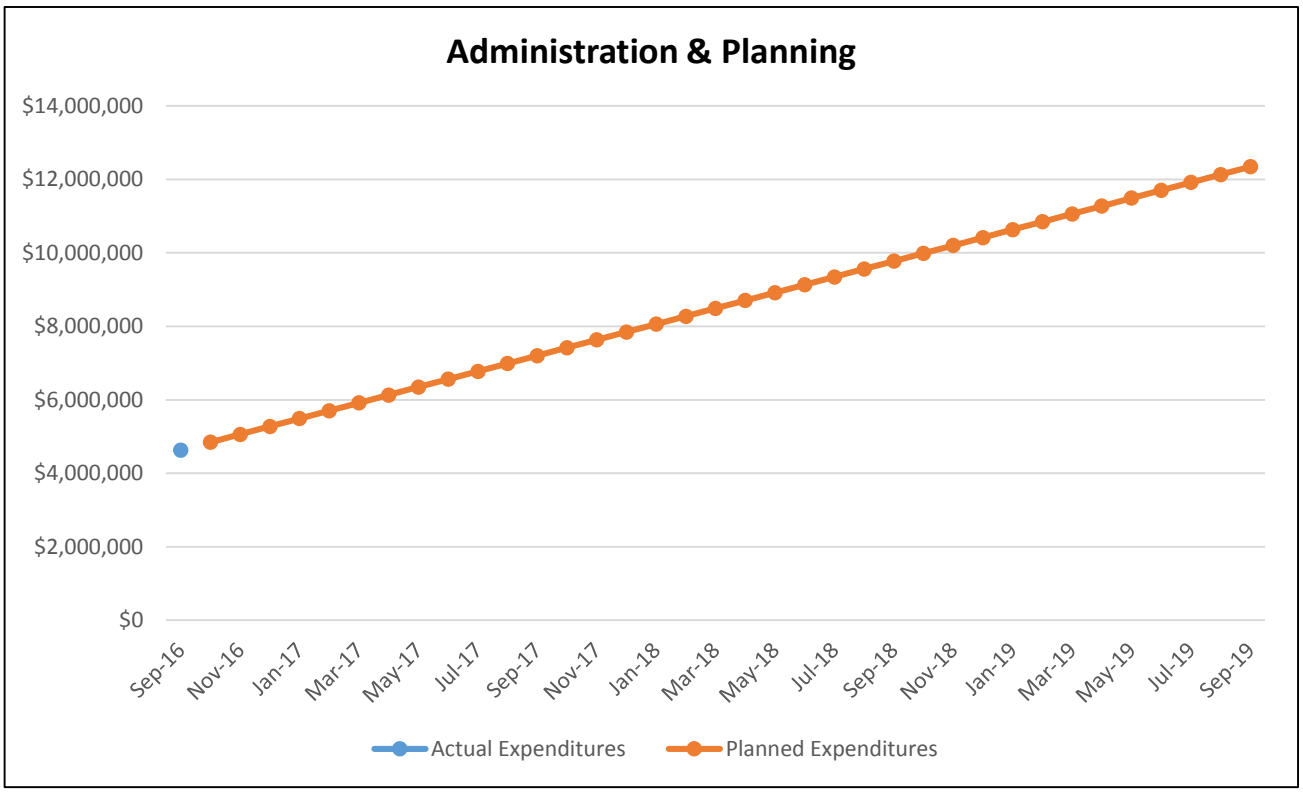
Jun-14
Actual Expenditures
Planned Expenditures




# X. PUBLIC COMMENT

**PAP 8**
The City of Joplin provided prominent posting on the City's official website beginning on January 8, 2017 indicating written comments would be accepted through January 15, 2017 at 5:00 p.m.

No comments were received.

**PAP 7**
The City of Joplin provided prominent posting on the City's official website beginning on May 13, 2016 indicating written comments would be accepted through May 20, 2016 at 5:00 p.m.

No comments were received.

**PAP 6**
The City of Joplin provided prominent posting on the City's official website beginning on October 25, 2015 indicating written comments would be accepted through November 2, 2015 at 5:00 p.m.

No comments were received.

**PAP 5**
The City of Joplin provided prominent posting on the City's official website beginning on August 10, 2015 indicating written comments would be accepted through August 17, 2015 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

No comments were received.

**PAP 4**
The City of Joplin provided prominent posting on the City's official website beginning on July 15, 2015 indicating written comments would be accepted through July 22, 2015 at 5:00 p.m. No comments were received.

No comments were received.

**PAP 3**
The City of Joplin provided prominent posting on the City's official website beginning on October 13, 2014 indicating written comments would be accepted through October 20, 2014 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received by telephone during the City's 7-day comment period. A summary of the comment and the City's response are noted below.

On October 20, 2014 a verbal comment was received by the Planning and Community Development Department from Terry and Ray Malcolm regarding the Early Childhood Center activity. They own a private, licensed daycare center and are concerned that an Early Childhood Center will put their daycare facility out of business. We explained how the deficiency in daycare providers post tornado was calculated. They were strongly encouraged to place their concern in writing and we would further respond in writing and forward their concern and the City's response to HUD. They have elected not to do so at this time.

**PAP 2**
The City of Joplin provided prominent posting on the City's official website beginning on August 9, 2014 indicating written comments would be accepted through August 16, 2014 at 5:00 p.m. for the Partial Action Plan #2 (Third amendment to the Initial Action Plan dated October 23, 2013).

No comments were received during the comment period.

**Initial Action Plan**

The City of Joplin provided prominent posting on the City's official website beginning on August 9, 2013 indicating written comments would be accepted through August 19th at 5pm. The City also presented the activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received from the Joplin Housing Authority during the City's 7-day comment period. A summary of the comment and the City's Response is noted below.

**JOPLIN HOUSING AUTHORITY COMMENT SUMMARY**

1) **HOUSING AUTHORITY COMMENT**
   The Housing Authority wished to clarify that they have submitted a request for rental assistance as well as for property repairs (parking lots and general landscaping) that were not covered by property insurance or FEMA.

   **CITY RESPONSE**
   The City was aware of these requests that were made verbally before an official written response was made. Although the Housing Authority's written request was received (on August 7, 2013) after the majority of the preparation for this Action Plan occurred, the City has continued to research all items in the request. This research included the Rental Assistance mentioned in this Action Plan as well as the parking lot and landscaping needs of the facilities. The City is currently in discussions with its consultant and with HUD to determine what items in the request would be eligible. At this point, the City anticipates that whatever portion of these requests are deemed to be eligible will be covered with from the City's Round I ($45M) CDBG-DR funding.

2) **HOUSING AUTHORITY COMMENT**
   The JHA is authorized for 497 Housing Choice Vouchers and 35 Veterans Affairs Supportive Housing Vouchers. There was a great difficulty in using these vouchers after the tornado because of the shortage of housing available to be part of the affordable housing market. With the addition of new MHDC tax-credit units in the past year, the Joplin market loosened up and leasing rates have risen although all vouchers are still not utilized. Through use of a post-tornado agreement, the JHA is still using some of its vouchers outside of the City Limits.

   When combining the budget for the City's first round ($45M) and the City's second round ($113M), the amount dedicated to housing activities is $31.75 million which is about 20% of overall funds awarded. There is much of the remaining budget committed to infrastructure though, which is needed of course and will help to support any housing efforts.

   All of the City's proposed projects have merit and 20% may be an appropriate amount to go toward housing activities, but it's not clear to me how that decision is being made. The author of the Action Plan admits that "there is a discrepancy between the goals set by the

Novogradac (housing study consultant) study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", going on to say that "the City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point". It appears that the City has decided to commit less to housing activities than Novogradac suggests is needed. If the City's decision about funding for housing activities is based on a study performed in 2011, or on a study performed more recently but without input from all appropriate community partners, I would recommend a new study be performed (by Novogradac or another expert).

**CITY RESPONSE**

The City did utilize a 2011 Novogradac Housing Study as well as a 2012 update to that study to inform its decisions on level of housing funding. This updated study does include the interviews with community partners that were mentioned by the Housing Authority to occur in June of 2012. However, the comment that the City has decided to commit less to housing activities than Novogradac suggested is actually the opposite of what occurred. The following quoted portion of the plan, "there is a discrepancy between the goals set by the Novogradac (housing study consultant) study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", was meant to show that the city actually allocated more funds to housing activities in the Round I ($45M) Action Plan than were recommended in the 2012 Novogradac Study.

The City was comfortable in doing this because it took a stance to provide a large amount of funding that would be utilized on a demand-basis through the Joplin Homebuyer's Assistance Program (J-HAP). This program is designed to help attract individuals to the area and to repopulate the vacant lots mentioned in the above quote. In funding this demand based activity, the City felt confident that it could address the demand for the Novogradac study and allow for potential population growth and repopulation of the tornado-affected area without overbuilding the housing market.

**3) HOUSING AUTHORITY COMMENT**

The Housing & Neighborhoods Sector of the Citizens Advisory Recovery Team (CART) is referenced in the Action Plan. This group is (or was) a cross-section of housing-related experts and professionals, and the members are a good resource for discussions about planning. I was a Co-Chair of the committee as it became part of CART, but we had started assembling prior to the CART effort and were already involved individually in overall recovery efforts by then. We were very active for a year after the tornado, but haven't met as a group (to my knowledge) since September of 2012.

**CITY RESPONSE**

The CART was mentioned in this Action Plan in order to recognize the efforts of the many professionals that worked hard to create the CART's Next Steps Plan. This plan has been and continues to be a guiding document for the City in its efforts for redevelopment. The

City appreciates the efforts that were made and will continue to consult with the individual members as recovery continues.

**4) HOUSING AUTHORITY COMMENT**

Many of the tornado-affected blocks in the neighborhoods where Habitat For Humanity and other non-profit organizations have been able to replace homes, which are in the core of the community, appear to have lots that could be part of a planned effort to finish the neighborhoods. I am not aware of such an effort and have concerns that the private homebuilding market may not provide finished neighborhoods in those areas for a long while. Members of the Housing & Neighborhood Sector would be a good group to consult (collectively or independently) for planning such an effort. The Housing Authority would likely be willing to partner as needed (and feasible and eligible).

**CITY RESPONSE**

A planned effort to finish the in-fill of redeveloping neighborhoods is a legitimate idea. This is something that the City is willing to consider and would welcome further detail on such a plan. At this point, the City's J-HAP program is the avenue through which the City is attempting to have a similar effect. While the program does not dictate exactly which lots the homebuyer's are to build, all funding is directed in the Tornado Path area. This program was developed after careful consideration of multiple factors that include increased management, administrative, and labor costs for activities that would fund the actual construction of units rather than assisting in the purchase of units through a Homebuyer's Assistance Program.

# XI. ACCESIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

# XII. CERTIFICATIONS AND SF-424

The necessary SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

# XIII. APPENDICIES

# *Appendix A – CERTIFICATIONS*

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

**A. Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with subrecipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

**B. Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

**C. Lobbying Certification –** The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

**D. State and Local Laws –** The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

**E. Consistency with Action Plan –** The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

**F. Acquisition and Relocation –** The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

**G. Section 3 –** The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

**H. Public Participation –** The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

**I. Use of Funds –** The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery,

restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*)

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate- income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

**J. Civil Rights --** The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

**K. Excessive Force --** The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

**L. Capacity --** Each unit of local government receiving a direct award under this Notice certifies that it (and any subrecipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

**M. Special Flood Hazard Area --** The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

**N. Lead-based Paint --** The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

**O. Applicable Laws --** The grantee certifies that it will comply with applicable laws. **Financial Controls –** The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____

Signature/Authorized Official Date

_____

City Manager

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: January 17, 2017**

**Item: CDBG –DR- Round 2 Partial Action Plan 8**
**Originating Department: Planning & Community Development**

Attachments: 1) CDBG-DR Round 2 Partial Action Plan 8
2) Resolution No. 2017-002

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

Recommended Action: Approval of Resolution No. 2017-002

**DISCUSSION:**

The following is a resolution that authorizes the filing of the Eighth Partial Action Plan, Amendment 19 to the previously approved Initial Action Plan, for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). Partial Action Plan 8 requests additional funding from the $113M grant in the amount of $24,576,336 for Public Infrastructure Improvements and 20th/Main Street Improvements. This Amendment will also allocate money to Program Administration. Partial Action Plan 8 will increase the total obligated funding to $103,591,040.

Public Infrastructure Improvements funding will be increased with an additional $20,367,621. The additional funding will provide for Right of Way acquisition and Surveying, Procurement, Construction administration, Construction, Construction Management, and Construction Inspection activities associated with twenty-three (23) infrastructure projects in the LMI and Non-LMI zones of the tornado impacted area.

The 20th/Main Street Improvements will be provided with $3,016,665. The funds will support the construction, construction management, and construction inspection related activities for 20th Street necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015.

An additional $1,192,050 will be added to the Program Planning and Administration costs to help fund the management and oversight of current and future activities. $200,000 will be allocated to Planning and $992,050 to Administration

The proposed Partial Action Plan 8 will add $20,367,621 to the Public Infrastructure Improvements activity and $3,016,665 to 20th/Main Street Improvements. Finally, it will add an additional $1,192,050 to Program Administration and Planning costs. The activities are to be completed by April 2019. Notice of the amendment has been posted on Sunday January 8th, 2017. Any public comments received will be shared with City Council after the 7 day period. If approved, the amendment will be forwarded to HUD for their forty-five day review.

| **Infrastructure Activities** | **Partial Action Plan 2** |
|---|---|
| Public Infrastructure Improvements | $20,367,621.00 |
| 20th/Main Street Improvements | $3,016,665.00 |
| Program Planning & Administration Cost | $1,192,050.00 |
| **Sub Total** | **$24,576,336.00** |

**RECOMMENDATION**:

The staff recommends adoption of Resolution 2017-002.

**RESOLUTION NO. 2017-002**

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

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

WHEREAS, the City of Joplin's Infrastructure was affected by the tornado; and

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

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

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

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

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

Section 1. That the City of Joplin file an Eighth Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 2) substantially according to Attachment A with the U.S. Department of Housing and Urban Development, such that $20,367,621 is being added to the Public Infrastructure Improvements activity, $3,016,665 is added to 20th/Main Street Improvements, and $1,192,050 is being added to Program Planning & Administration Costs. The total amount being added this Partial Action Plan is $24,576,336.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: January 17, 2017**
**Council Bill No. 2017-101**

## Item: Work Authorization with Allgeier, Martin & Associates Inc., for Engineering Services Associated with Rehabilitation and Maintenance of the Turkey Creek Treatment Plant Digesters.

## Originating Department: Public Works – Operations

Attachments: 1) Work Authorization (OC-002)
2) Council Bill No. 2017-101
3) Attachments 1 & 2

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

**Recommended Action:** Approval of a Work Authorization with Allgeier, Martin & Associates Inc. in the not to exceed amount of $68,923.00 for engineering services associated with the Digester Rehabilitation and Maintenance Project at the Turkey Creek Wastewater Treatment Facility.

**Background:** Part of the treatment process at the Turkey Creek Wastewater Treatment Plant are the anaerobic digesters. These are large covered tanks that are full of wastewater and by way of starving the wastewater of oxygen methane gas is produced and is used to mix the contents of the tanks, provides fuel for the boiler system to heat several of the WWTP buildings and any excess gas is then burned off. The equipment has to periodically be refurbished or replaced to ensure proper treatment of the wastewater. The firm of Allgeier, Martin & Associates has been selected to provide the professional engineering services needed to accomplish this maintenance project. This work will be funded from the Sanitary Sewer Fund and was included in the approved FY 2016-2017 Budget.

**Discussion:** The scope of work will include the preparation of design documents that will provide for the cleaning and refurbishment of the two (2) south anaerobic digester tanks and covers, replacement of the north anaerobic digester waster gas burner and replacement of four

(4) sludge gas flowmeters. The consultant shall also produce all required bid documents and provide all construction related services such as shop drawing review and approvals, resident project representation services and review of all wage rate and pay request submittals.

**Recommendation:** City staff recommends approval of Work Authorization with Allgeier Martin & Associates Inc. for the not to exceed amount of $68,923.00 for engineering services associated with Rehabilitation and Maintenance of Digesters at the Turkey Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

**ATTACHMENT NUMBER ONE**
**EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-002 TO AGREEMENT**
**FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**
**(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)**

1. SERVICES

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

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the work associated with the repairs to the anaerobic digesters at the City of Joplin's Turkey Creek Wastewater Treatment Plant.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Preparation of design documents that provide for the cleaning and refurbishment of the two south anaerobic digester tanks and covers, replacement of the north anaerobic digester waste gas burner, and replacement of sludge gas flowmeters..

1.1.3.2 Bidding and Construction Phase Engineering for the anaerobic digester repairs.

1.1.3.3 Resident Construction Representation Phase services for the anaerobic digester repairs. Services will be provided as needed/requested by the City with an anticipation of services being provided on a part-time basis with an estimated construction duration of 12 weeks.

1.2 Planning, Design, and Construction Phases

ENGINEER shall provide Engineering Services as outlined in Exhibit A for this project work authorization.

1.3 Environmental and Regulatory Clearances and Permitting

The project is considered to represent maintenance of the associated facilities and will be undertaken with the understanding that no review or approval of the planned work by the Missouri Department of Natural Resources will be needed, and no Environmental Clearances and/or Land Disturbance and Stormwater permitting will be required for this project, therefore, the Engineer shall not be responsible for the preparation or production of any such items.

2. TERMS

2.1 Schedule: The planning and design phase services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for the project is provided by the OWNER. The preparation of design plans, contract documents and specifications shall be completed within 100 calendar days after receipt of the NTP. It is assumed that bidding of the project will immediately follow completion of the design documents, and the project will proceed to the construction phase in an expeditious manner. The bidding of the project and award of the construction contract are anticipated to take 60 days following the OWNER's approval to place the project out for bids. The time required to complete the construction phase of the project will be dictated by the project scope, equipment delivery times, and weather conditions. Bidding and construction phase elements shall be undertaken in as expeditious a manner as possible in light of the purposes of the contract.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT / ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A: "RATE SCHEDULE 2017"; with a total compensation ceiling of $68,923.00, as set forth in Work Authorization Number AMA-OC-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

| Task | Estimated Fee |
|---|---|
| Design Phase Services | $28,992 |
| Bidding and Construction Phase Engineering Services | $13,104 |
| Resident Project Representation Services | $26,827 |
| Total Estimated Maximum Fee | $68,923 |

# ATTACHMENT NUMBER TWO

RATE SCHEDULE

2017

## ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

| | Hourly Billing Rate |
|---|---|
| Principal/Engineer IV | $191 |
| Principal/Engineer III | $175 |
| Principal/Engineer II | $155 |
| Principal/Engineer I | $140 |
| Designer III/GIS Specialist | $128 |
| Designer/Technician III | $108 |
| Designer/Technician II | $95 |
| Designer/Technician I | $88 |
| Two-Man GPS Survey Crew | $181 |
| One-Man GPS Survey Crew | $140 |
| Three-Man Survey Crew | $201 |
| Two-Man Survey Crew | $155 |
| Registered Land Surveyor II | $166 |
| Registered Land Surveyor I | $145 |
| Survey Party Chief | $88 |
| Survey Crew Member | $72 |
| Right of Way Specialist | $112 |
| Construction Inspector III | $108 |
| Construction Inspector II | $95 |
| Construction Inspector I | $88 |
| Secretary/Word Processor | $72 |
| Print Specialist | $72 |

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

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NON-LABOR RATES

| Item | Rate |
|---|---|
| Travel | $0.53 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% |

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Allgeier, Martin and Associates, Inc.<br>Address: 7231 E. 24th Street, P.O. Box 2627<br>Joplin, MO 64803 | |
| Attention: Mr. Lynden Lawson | | Attention: Dean A. Willis, P.E. | |
| Department: Public Works - Operations | | Phone: 417-680-7200 | Fax: 417-680-7300 |
| Phone: 417-624-0820 | Fax: | | |

**WORK AUTHORIZATION NUMBER AMA-OC-002**
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Work Authorization Number AMA-OC-002 exceed the sum of Sixty Eight Thousand Nine Hundred Twenty Three and no/100 Dollars ($68,923.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

**REVIEWED FOR APPROVAL**

Lynden Lawson, Assistant Director of Public Works for Operations

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

Peter Edwards, City Attorney

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

By: _____

Printed Name: Dean A. Willis

Title: President

Date: _____

**CITY OF JOPLIN, MISSOURI**

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

Date: _____

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**EXHIBIT A**

Project Name/Description Turkey Creek WWTP Anaerobic Digester Repairs
Consultant Allgeier, Martin and Assoc. Inc.

## Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES** *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. ~~Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.~~

*A1.02 Preliminary Design Phase - (30 percent plans)*

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. ~~Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.~~

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

~~A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).~~

~~B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.~~

~~C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.~~

~~D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)~~

*A1.04 Surveying Services – General*

A. ~~Control Survey~~

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. ~~Existing United States Public Land Survey System Corners~~

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

*A1.05 Right of Way Plan Phase – 60 percent plans*

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

*A1.06 Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

*A1.07 Bidding Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. ~~If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this~~ documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

*A1.08 Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

*A1.09 Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

## PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

**ATTACHMENT NUMBER ONE**
**EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**
**(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)**

1. SERVICES

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

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the work associated with the repairs to the anaerobic digesters at the City of Joplin's Turkey Creek Wastewater Treatment Plant.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Preparation of design documents that provide for the cleaning and refurbishment of the two south anaerobic digester tanks and covers, replacement of the north anaerobic digester waste gas burner, and replacement of sludge gas flowmeters..

1.1.3.2 Bidding and Construction Phase Engineering for the anaerobic digester repairs.

1.1.3.3 Resident Construction Representation Phase services for the anaerobic digester repairs. Services will be provided as needed/requested by the City with an anticipation of services being provided on a part-time basis with an estimated construction duration of 12 weeks.

1.2 Planning, Design, and Construction Phases

ENGINEER shall provide Engineering Services as outlined in Exhibit A for this project work authorization.

1.3 Environmental and Regulatory Clearances and Permitting

The project is considered to represent maintenance of the associated facilities and will be undertaken with the understanding that no review or approval of the planned work by the Missouri Department of Natural Resources will be needed, and no Environmental Clearances and/or Land Disturbance and Stormwater permitting will be required for this project, therefore, the Engineer shall not be responsible for the preparation or production of any such items.

2. TERMS

2.1 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT / ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A: "RATE SCHEDULE 2017"; with a total compensation ceiling of $68,923.00, as set forth in Work Authorization Number AMA-OC-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

| Task | Estimated Fee |
|---|---|
| Design Phase Services | $28,992 |
| Bidding and Construction Phase Engineering Services | $13,104 |
| Resident Project Representation Services | $26,827 |
| Total Estimated Maximum Fee | $68,923 |

# ATTACHMENT NUMBER TWO
## RATE SCHEDULE
## 2017

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

### LABOR RATES

| | Hourly Billing Rate |
|---|---|
| Principal/Engineer IV | $191 |
| Principal/Engineer III | $175 |
| Principal/Engineer II | $155 |
| Principal/Engineer I | $140 |
| Designer III/GIS Specialist | $128 |
| Designer/Technician III | $108 |
| Designer/Technician II | $95 |
| Designer/Technician I | $88 |
| Two-Man GPS Survey Crew | $181 |
| One-Man GPS Survey Crew | $140 |
| Three-Man Survey Crew | $201 |
| Two-Man Survey Crew | $155 |
| Registered Land Surveyor II | $166 |
| Registered Land Surveyor I | $145 |
| Survey Party Chief | $88 |
| Survey Crew Member | $72 |
| Right of Way Specialist | $112 |
| Construction Inspector III | $108 |
| Construction Inspector II | $95 |
| Construction Inspector I | $88 |
| Secretary/Word Processor | $72 |
| Print Specialist | $72 |

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

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### NON-LABOR RATES

| Item | Rate |
|---|---|
| Travel | $0.53 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% |

**COUNCIL BILL NO. 2017-101 ORDINANCE NO.**

AN ORDINANCE approving Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed amount of Sixty-Eight Thousand Nine Hundred Twenty Three and No/100 Dollars ($68,923.00) for engineering services associated Digesters at the Turkey Creek Wastewater Treatment Facility and containing an emergency clause.

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

Section 1. Approval of Work Authorization for Allgeier Martin & Associates Inc. in the not to exceed amount of Sixty-Eight Thousand Nine Hundred Twenty Three and No/100 Dollars ($68,923.00) for engineering services associated with Rehabilitation of the Turkey Creek Digesters in the City of Joplin, Jasper County.

Section 2. 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 that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to execute a Work Authorization on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2016-2017 budget from Sanitary Sewer Fund No. 415-4541-540-8015, Facility Improvements.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**COUNCIL BILL NO. 2017-102 ORDINANCE NO.**

AN ORDINANCE approving the purchase of property at 2705 S. Joplin Avenue, for the 28th and Main Storm Water Improvement Project, in the City of Joplin, Jasper County, Missouri and authorizing the payment of Eight Thousand and 00/100 Dollars ($8,000.00) and containing an emergency clause.

WHEREAS, Schuber Mitchell Homes, L.L.C. is the legal owner of property at 2705 S. Joplin Avenue, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, in order to make said storm water improvements, it is necessary for the City of Joplin to acquire property, described herein.

**All of Lot Numbered One Hundred Five (105) in D.W. LUKE'S SOUTHERN HEIGHTS ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.**

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

Section 1. That the City enter into an Agreement with Schuber Mitchell, L.L.C., for the acquisition of property necessary for the 28th and Main storm water improvements, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the City of Joplin authorize placing $8,000.00, in escrow for the purchase of property at 2705 S. Joplin Avenue to be paid with Community Development Block Grant – Disaster Recovery funds. Payment will be made from account #305-4550-530-8105 Project GFCDTP.

Section 3. That the City Manager is hereby authorized to accept this property on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

**COUNCIL BILL NO. 2017-  ORDINANCE NO.**

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

_____, 2017 by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# REAL ESTATE CONTRACT

**THIS CONTRACT** entered into this 21 day of November 2016, by and between **Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company,** hereinafter referred to as the **"Seller"** and **CITY OF JOPLIN, MISSOURI,** a constitutionally chartered municipal corporation, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H:

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

**All of Lot Numbered One Hundred Five (105) in D.W. LUKE'S SOUTHERN HEIGHTS SUBDIVISION to the City of Joplin, Jasper County, Missouri according to the recorded plat thereof.**

2. PURCHASE PRICE & CONSIDERATION. The purchase price to be paid by the Buyer therefore is Eight Thousand Dollars and 00/100 ($8,000.00). The purchase price shall be payable at closing in cash or by cashier's check. The parties agree that the performance of this agreement and the purchase price and other consideration described herein is offered and accepted as just compensation for the acquisition of real property.

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

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

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

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

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

d) General taxes, state, county, and city, for the year of closing and subsequent years; and other restrictions, covenants, conditions, encumbrances and easements of record. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at Abbey Title Company, Joplin, Missouri, on or about December 31, 2016 at which time all monies and papers shall be delivered and all other things called for by this contract at the time of

closing, shall be done. Buyer shall pay all recording fees and closing costs.

6. POSSESSION OF PROPERTY. No later than sixty (60) days after closing, Seller shall vacate premises. Seller shall have the right to salvage items from the property prior to vacating the property. The property must be left in a secure manner.

7. HAZARDOUS MATERIALS. Prior to the Closing Date, that City will have the option to inspect and assess the property for the existence of any hazardous materials or contamination on the property or in the sub-surface area below the property. If the inspection or assessment reveals the existence of any hazardous materials or contamination, the City will have the absolute and unconditioned right to terminate this Agreement.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. HOLD HARMLESS.

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

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

10. CLOSING REQUIREMENTS.

a) At closing, seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances, except as set forth in Section 4 above.

2. Execute, acknowledge and deliver to Buyer such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract and all other documents necessary or advisable to consummate the transactions contemplated under this Contract.

b) At closing, the Buyer shall do the following:

1. Execute and provide all documents reasonably required by the Seller for closing.

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

11. DEFAULT.

a) Seller's Breach: If all conditions precedent to said closing have been satisfied, and Seller refuses to close, then Seller shall pay unto Buyer, all Buyer's reasonable out-of-pocket costs associated with the purchase, such as surveying, engineering, etc., and Buyer shall have no further recourse against Seller.

b) Buyer's Breach: If Buyer fails to perform its obligations under this Contract, after all conditions precedent have been satisfied, the Buyer shall pay unto Seller, its out-of-pocket expenses such as title work, surveying, engineering, etc., and Seller shall have no recourse.

12. TITLE COMMITMENT. Buyer will obtain a title commitment and if the title is not good and marketable and Seller cannot remedy the problem, Buyer can terminate the contract. Buyer shall obtain the title commitment within thirty (30) days of the date first written above and shall notify Seller within those thirty (30) days of any problem, and if said problem is not resolved to the satisfaction of either party within twenty (20) days of notification, either party may terminate the contract.

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

14. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

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

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

17. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

18. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

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

20. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

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

**City of Joplin Missouri, a**
**Missouri Municipal Corporation**

By_____
Samuel L. Anselm, City Manager

"BUYER"

_____
Joe Harris – Schuber Mitchell Homes, LLC

"SELLER"

Attest:

By _____
Barbara Hogelin, City Clerk

Approved as to form:

By_____
Peter C. Edwards, City Attorney




CITY OF Joplin

# 2705 S. JOPLIN AVE.

OLSSON ASSOCIATES
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802
FAX 401.890.8805

JOPLIN, MO
JET JOINT ENGINEERING TEAM

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: January 17, 2017**
**Council Bill No. 2017-102**

## Item: Purchase of Property for 28th and Main Storm Water Improvements
## Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Real Estate Contract
2) Council Bill No. 2017-102

| | |
|---|---|
| Department Head: Nicholas A. Heatherly | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Purchase of property at 2705 S. Joplin Avenue from Schuber Mitchell, L.L.C., for the 28th and Main Storm Water Improvement Project funded with Community Development Block Grant-Disaster Recovery Round 2 grant funds.

**Background:** In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". July, 2015 City Council approved a Capital Plan for the use of the Community Development Block Grant-Disaster Recovery funds. The Plan includes ranked infrastructure projects within the recovery area. Replacement of the existing storm water culverts at 28th and Main Street is one of the needed storm water projects. The City's consultant "Joplin Engineering Team or JET" has designed a project that will replace the existing box culvert from 28th and Main to 27th and Joplin. The new storm water culvert will be larger and will cross the empty lot at 2705 S. Joplin Avenue.

**Discussion:** Staff has reached an agreement with Schuber Mitchell L.L.C. for Eight Thousand and 00/100 Dollars ($8,000.00). This is within the appraisal range for this acquisition.

**Recommendation:** Staff recommends approval for payment of $8,000.00 for the purchase of property at 2705 S. Joplin Avenue on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: January 17, 2017**
**Council Bill No. 2017-103**

## Item: Agreement for Improvements to the Kansas City Southern Railroad Crossing near 4th Street and Grand Avenue.
## Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement
3) Council Bill 2017-103

| | |
|---|---|
| Department Head: Nicholas A. Heatherly | Date: |
| Engineering: Dan Salisbury | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of the Cost Share Agreement with Kansas City Southern Railway Company for improvements to the at-grade crossing located near 4th and Grand Avenue. Avenue.

**Background:** Joplin voters approved the renewal of the Capital Improvement Sales tax in August, 2014. One of the commitments made was to improve the rideability of our streets. We currently have a manhole adjustment contract that is underway to adjust rough manhole on our busiest streets. Another area that we've focused on is rough railroad crossings. Over the last year and a half, we've worked with the railroads to try to achieve this. The crossing on 4th Street with the Kansas City Southern Railroad (KCS) is one of those crossings that needs improvement. This proposed cost sharing agreement with Kansas City Southern Railroad is a step in that direction.

**Discussion:** The total cost of the project will include work on the tracks which will be performed by KCS and the work on the adjacent roadway which will be the responsibility of the city. The estimated cost of the work on the tracks is $154,810 with the city responsible for half of the **actual** cost. This cost was minimized by using the concrete panels from the old 20th Street railroad crossing that were removed with the overpass project. The work on the roadway adjacent to the tracks will be contracted and the city will be responsible for the entire cost which is estimated to be $100,000. The work will take close coordination between the city and KCS. After execution of this agreement, we will then advertise for bids to select a contractor for the work on the adjacent roadway. When we have given the contractor notice to proceed, we will then coordinate with KCS on the actual timing of the work so that it can all be accomplished simultaneously to reduce the impact to Joplin motorists.

**Recommendation:** Approval of the Cost Share Agreement for improvements to the at-grade crossing with the Kansas City Southern Railway Company on an emergency basis per Section 2.12 (6) of the Charter of the City of Joplin.


E 3RD ST
S KENTUCKY AVE
S MURPHY BLVD
E 3RD ST
E 4TH ST
Railroad Crossing Improvements
S GRAND AVE
E 5TH ST
N

# GRADE CROSSING IMPROVEMENTS AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2017 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY,** a Missouri corporation called herein "KCS", and **CITY of JOPLIN, MO** to be addressed at 602 South Main, Joplin, MO 64801, called herein "City" (KCS and City being sometimes referred to herein individually as a "Party" or together as the "Parties").

WHEREAS, 4th Street is an existing public road in Joplin, MO which crosses the mainline utilized by KCS at Mile Post 154.65, on the KCS Heavener Subdivision, DOT No. 330045S ("Crossing"); and

WHEREAS, City desires to modify the Crossing by installation of a concrete crossing surface for the roadway and a sidewalk as per Exhibit A, which is attached hereto and incorporated herein for all purposes; and it is the City's desire to reuse the concrete crossing surface panels removed from 20th Street upon 20th Street's permanent closure in October 2015; and

WHEREAS, KCS is agreeable to performing the work necessary to modify the aforesaid Crossing from end of tie to end of tie, including installation of concrete crossing surfaces for the road and a sidewalk as per Exhibit A (the "Project"), but only as subject to the following terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. KCS shall provide the necessary materials and labor to rehabilitate and extend the grade crossing surface from end of tie to end of tie for the sidewalk at the Crossing as per Exhibit A. KCS's estimate of the costs required to perform said work is attached hereto as Exhibit B. The City shall pay 50% of KCS's actual costs of installing the new crossing surface, including labor, equipment, materials, shipping and handling of the material, and standard additives. The Parties acknowledge that Exhibit B is only an estimate, and that the City shall be responsible for 50% of the actual cost of the labor, material and other expenses incurred by KCS for the grade crossing surface rehabilitation and extension, determined according to the methodology shown in Exhibit B, whether such actual cost is more or less than shown on Exhibit B.

2. KCS estimates the cost to perform the work described in the paragraph immediately above to be ONE HUNDRED FIFTY-FOUR THOUSAND, EIGHT HUNDRED AND TEN DOLLARS

($154,810.00), as shown on Exhibit B. Prior to KCS performing any work on this project, City will deposit with KCS SEVENTY-SEVEN THOUSAND, FOUR HUNDRED AND FIVE DOLLARS ($77,405.00) to cover 50% of the estimated cost to install the grade crossing surface. KCS shall be under no obligation to provide any materials or perform any labor until the City's deposit has been received and has cleared KCS's bank. Following completion of the Project, KCS shall determine its actual cost of the Project. If the actual cost exceeds the estimated amount stated above, KCS shall invoice the City for 50% of the difference between the estimated amount and the actual cost and the City shall pay that additional invoice within 30 days after the date it is received. If the estimated amount exceeds the actual cost, KCS shall refund to the City 50% of the difference between the estimated amount and the actual cost within 30 days of KCS determining the actual cost.

3. KCS recognizes that the elevation of the crossing surface is important to the City. The City recognizes that the elevation of KCS's track is dictated by railroad engineering requirements, including that the track is curved, and therefore is slightly super-elevated, at the Crossing. KCS will share information on the elevation of the crossing surface with the City surveyor during construction.

4. City shall furnish KCS documentation of Federal Funds - particularly funds appropriated under 23 U.S.C. Section 130 - if any, being used to compensate KCS for the project.

5. City, at its sole cost and expense, shall provide all necessary materials and labor to reconstruct the portions of the Crossing outside the ends of ties. City will install the sidewalk and road approaches, drainage, pavement markings and arrange for disposal of the spoil removed from the Crossing, close the roadway to all vehicular and truck traffic as needed during construction, arrange for all construction and warning signs and barricades, and be responsible for any required notification of the public.

6. The City will hire a contractor to tie the adjacent roadway into the replacement crossing surface being installed by KCS under this Agreement. The City and KCS agree that the City will require its contractor to, and KCS will, use best efforts to coordinate scheduling of the contractor's and KCS's work. The City acknowledges that KCS's scheduling of its work is subject to operational requirements of KCS's interstate rail network, and that KCS work schedules may sometimes change on short notice due to those requirements. KCS will keep the City's contractor informed of any scheduling changes.

7. City shall furnish KCS with a certified copy of a resolution or ordinance adopted by the governing body of City of Joplin, Missouri authorizing the Mayor or City Manager to execute this Agreement on behalf of City.

8. City shall be responsible for providing and paying for all traffic and pedestrian control (including but not limited to barriers and flagmen) and be responsible for any required notification of the public if necessary during the project, all in accordance with the Manual on Uniform Traffic Control Devices and other applicable safety standards, including KCS's. Whenever City's contractor or its personnel or equipment are within twenty-five feet (25') of KCS's track, their activities shall be attended by a KCS-approved railroad flagman, hired and paid by the City. The City's contractor and its personnel and equipment shall clear the KCS track when so instructed by the railroad flagman. City and its contractors performing any work within KCS's right of way shall carry appropriate insurance which is sufficient, in the City's reasonable opinion, to fully compensate for any injury to or death of any person or for any damage to property occurring while City or its contractors are performing any work within KCS's right of way.

9. Upon completion of the work, the crossing surface will thereafter be maintained by KCS.

10. The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Missouri Department of Transportation. All work will be done in accordance with the Manual on Uniform Traffic Control Devices.

11. The City acknowledges that KCS's agreement herein and cooperation with the City's effort to rehabilitate and extend 4th Street is based on the circumstances of this crossing, and is without prejudice to KCS's right to object and to oppose other expansion of or creation of other at-grade crossings.

12. KCS and the City shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60741.5(a) and 29 CFR Section Part 471, Appendix A to Subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Name: _____

Title: _____

Date:

Approved as to legal form:

_____
Associate General Counsel

The Kansas City Southern Railway Company

CITY of JOPLIN, MISSOURI

By:

_____
Samuel L. Anselm
City Manager, City of Joplin

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards City Attorney

**COUNCIL BILL NO. 2017-103 ORDINANCE NO.**

AN ORDINANCE approving a Cost Share Agreement with the Kansas City Southern Railway Company improvements to the at-grade crossing near 4th Street and Grand Avenue; and authorizing the City Manager to execute said agreement; and containing an emergency clause.

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

Section 1. That the City enter into a Cost Share Agreement with the Kansas City Southern Railway Company for improvements to the at-grade crossing near 4th Street and Grand Avenue in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute said agreement with the Kansas City Southern Railway Company for and on behalf of the City of Joplin.

Section 3. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2017, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: January 17, 2017**
**Council Bill No. 2017-104**

## Item: Amended Agreement with Olsson Associates (JET) for Engineering Services Associated with the Mohaska Trail Improvements from 26th & Mc Clelland to Main Street.

## Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization Amendment 1
2) Council Bill No. 2017-104
3) Map

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

**Recommended Action:** Approval of an Amended Agreement with Olsson Associates (JET) in the not to exceed amount of $29,000.00 of Round 1 Community Development Block Grant Disaster- Recovery Funds for additional Engineering Services Associated with the Mohaska Trail Improvements from 26th Street & Mc Clelland Boulevard to Main Street.

**Background**:
As a part of the Capital Plan for use of Round 1 Community Development Block Grant-Disaster Recovery Funds approved by City Council on July 6, 2015, the construction of trails in the recovery area were included. In January of 2016 the council approved the engineering services agreement with the Joint Engineering Team for the Mohaska Trail Improvements from 26th and Mc Clelland to Main Street.

**Discussion:** This amendment provides for additional engineering services to add a trail connector to the bid package as an alternate. This trail would come from the Cunningham Park parking lot to the intersection of 26th & Maiden Lane.

The original project is the creation of a trail that would connect Main Street to Mercy Park. This trail would be a 10 foot wide shared use path. The trail will begin along Main Street and head leave the roadway network and follow the alignment of the stream through residential neighborhoods. Once the trail reaches Jackson Street, it will follow a branch of the creek northward to 28th Street. The trail will then follow 28th Street and other existing city street routes, until it reaches Mercy Park to the west. Final route will be determined during design.

**Recommendation:** Staff recommends approval of an Amended Agreement with Olsson Associates (JET) in the not to exceed amount of $29,000.00 for additional engineering services associated with the Mohaska Trail Improvements from 26th Street & Mc Clelland Boulevard to Main Street to be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Olsson Associates<br>DBA: Joplin Joint Engineering Team<br>Address: 702 S. Main<br>Joplin, Missouri 64801 | |
| Attention: Nick Heatherly, PE, CFM<br>Troy Bolander | | Attention: Clayton Cristy, PE, CFM<br>Jack Schaller, PE | |
| Department: Public Works<br>Planning, Development and Neighborhood Services | | Phone: 417-781-0643 | Fax: 417-781-4714 |
| Phone: 417-624-0820 | Fax: 417-625-4738 | Amendment 1, Additional Trails | |

**AMENDMENT 1 TO WORK AUTHORIZATION NUMBER JET CDBG DR-1 TRAIL**
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

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

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1*** , provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***.

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

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this AMENDMENT 1 TO Work Authorization Number JET CDBG DR-1 TRAIL exceed the sum of TWENTY **NINE** THOUSAND Dollars ($29,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

**REVIEWED FOR APPROVAL**

_____

Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____

Peter Edwards, City Attorney

**Engineer: Olsson Associates DBA: Joplin Joint Eng. Team**

By: Ronald L. Mersch

Printed Name: Ronald Mersch

Title: Office Leader

Date: 11/29/16

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Office Manager

Date: 11/29/16

**CITY OF JOPLIN, MISSOURI**

By: _____

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

Date: _____

By: _____

Troy Bolander

Planning, Development and Neighborhood Services

Date: _____

# EXHIBIT A
# CLARIFICATION OF SERVICES
# JET CDBG DR-1 TRAIL AMENDMENT 1

**The following Clarification of Services, Assumptions, and Exclusions is an Amendment to Work Authorization Number JET CDBG DR-1 TRAIL executed originally on 1-28-16.**

## A. PROJECT DEFINITION: MOHASKA TRAIL PROJECT

Mohaska Trail Project includes the addition of a trial that connects Cunningham Park to Mercy Park, then to Mohaska Park, then up to 26th Street, and finally over to Main Street. The trail generally runs along 26th, down St Johns, across 28th Street, over to Jackson, along old Mohaska Road right of way, over to Pearl, up to 26th Street, and across to Main. Included as well is a connection from 28th Street to 32nd Street along Old St Johns Blvd. The trial would be a minimum of 10 feet wide to provide space for pedestrians and Bicyclists.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Final Plan Preparation;
- Bidding;
- Utility Coordination;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials testing;

Since the approval of the original design contract, other connections that require additional services from the engineering team have been identified. They include a connection of the trail from Cunningham Park to the intersection of 26th and Main, which will require survey, retaining wall design, vegetation considerations, plan preparation and design, and utility coordination. A connection from the intersection of Old St Johns Blvd and Old 32nd Street to the intersection of Old 32nd Street and Maiden Lane, which will require survey, property negotiation, environmental adjustments, plan preparation and design, and utility coordination. And a connection from Mercy Park to the new Early Childhood Center, which will require project coordination, field survey, property negotiation, environmental adjustments, plan preparation and design, and utility coordination. The work needed to complete these connections from the engineering team is detailed in the following scope.

## B. CLARIFICATION OF SERVICES – CUNNINGHAM PARK CONNECTOR

This connector would connect the parking lot along 26th over to the intersection of 26th and Maiden Lane, which would encourage users of the facility to utilize the signal to cross 26th street, thus providing a direct connection between the parking in Cunningham Park and the trail around Mercy Park. The additional services include

**1.** Engineering Survey provides topographic engineering survey for the length of the project to

facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

a. Property Boundary Survey/Right-of-way Survey/Easements
   Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of- way plans.
b. Right-of-way and Easement Description Preparation Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

2. **Retaining Wall Design:** Provide design needed for the construction of a retaining wall less than 10', which will make the trail ADA compliant.

3. **Vegetation Consideration:** The engineering team understands the significance and importance of the trees located within Cunningham Park. With that the design will identify the trees and will work to reduce the impact on the trees.

4. **Plan Preparation and design for Bidding:** Review, finalize, and incorporate final revisions to Drawings and Specifications, other Construction Contract Documents, Right of Way Documents, Utility Coordination Documents, bidding-related documents, and the most recent opinion of probable Construction Cost, after review of final plans and contract documents by the Owner.

5. **Utility Coordination:** The JET team will perform continued utility coordination efforts associated with the project. These services will include a review of the utility prepared relocation drawings and coordination with the construction plans, coordination of construction related issues, and coordination with utility companies related to ongoing right of way acquisition efforts. Should services beyond this allowance be required JET will prepare a supplemental agreement.

**C. PROJECT ASSUMPTIONS**

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Plan reviews to be completed by City after City Council Approval.
4. The project is being combined into one bid package with CDBG-DR-1 Mohaska Trail Improvements and the work is expected to be completed by one general contractor.
5. The estimated construction period for the portion of work detailed in the Mohaska Trail design will be completed in 6 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
6. The consultant shall complete the scope of services within approximately 6 months once construction on any portion of the design has commenced regardless of the overall construction schedule for the CDBG-DR-1 Mohaska Trail Improvements.
7. Parks department shall assist with coordination of equipment relocation.
8. Utility relocation shall be completed by the respective utility company.
9. The land disturbance permit and SWPPP will be handled under the City's operating permit. The

contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.

10. Construction Testing Services:
    a. Our fees are based on providing 1 part time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
    b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 3 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 3 months, a supplemental agreement will be required.

**D. EXCLUSIONS**

1. Right of Way monumentation
2. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
3. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
4. Contractor certifications
5. Subcontractor certifications, if applicable
6. All services not specifically listed are assumed to be excluded

**Appendix A**
**Total Project Fee**

**Trail Project**
**Based on 2016 Rates**

| Task No. | Task Description | Fee Estimate |
|---|---|---|
| 1 | Project Management | $ 8,400 |
| 2 | Public Involvement / Communication Plan | $ - |
| 3 | Conceptual Phase | $ 600 |
| 4 | Survey | $ 3,300 |
| 6 | Utility Coordination | $ 800 |
| 7 | Environmental/Historical Review | $ - |
| 8 | Preliminary Design Phase (30 percent plans) | $ 3,000 |
| 9 | Right of Way Plan Phase (60 percent plans) | $ 3,100 |
| 10 | Permits | $ - |
| 11 | Final Design Phase (100 percent plans) | $ 4,200 |
| 12 | Bidding Phase | $ 400 |
| 13 | Construction Administration | $ 1,700 |
| 14 | Construction Inspection (Assume 6% of Project Cost) | $ 3,400 |
| | Expenses | $ 100 |
| | | |
| | **Total Project Cost (Not Including Construction Inspection)** | **$ 25,600** |
| | **Total Project Cost (Including Construction Inspection)** | **$ 29,000** |
| | | |

**Billing Rate Table**
**Joplin CDBG PAP 7-1**

| Classifications | 2016 | 2017 | 2018 |
|---|---|---|---|
| **Design Services** | | | |
| Principal in Charge | $255.00 | $262.65 | $270.53 |
| Program Manager | $185.00 | $190.55 | $196.27 |
| Client Manager | $180.00 | $185.40 | $190.96 |
| Senior Engineer | $171.00 | $176.13 | $181.41 |
| Senior Project Engineer | $155.00 | $159.65 | $164.44 |
| Project Engineer | $132.00 | $135.96 | $140.04 |
| Associate Engineer | $116.00 | $119.48 | $123.06 |
| Assistant Engineer | $96.00 | $98.88 | $101.85 |
| Senior Landscape Architect | $150.00 | $154.50 | $159.14 |
| Project Landscape Architect | $110.00 | $113.30 | $116.70 |
| Design Associate | $107.00 | $110.21 | $113.52 |
| Senior Technician | $86.00 | $88.58 | $91.24 |
| Associate Technician | $72.00 | $74.16 | $76.38 |
| Assistant Technician | $61.00 | $62.83 | $64.71 |
| Student Technician | $61.00 | $62.83 | $64.71 |
| **Field Services** | | | |
| Senior Surveyor | $148.00 | $152.44 | $157.01 |
| Surveyor | $92.00 | $94.76 | $97.60 |
| Survey 1-Man Crew | $120.00 | $120.00 | $120.00 |
| Survey 2-Man Crew | $150.00 | $150.00 | $150.00 |
| Senior Scientist | $148.00 | $152.44 | $157.01 |
| Project Scientist | $112.00 | $115.36 | $118.82 |
| Associate Scientist | $90.00 | $92.70 | $95.48 |
| Certified Welder Inspector | $100.00 | $103.00 | $106.09 |
| ICC Welding Inspector | $100.00 | $103.00 | $106.09 |
| Bolting Inspector | $100.00 | $103.00 | $106.09 |
| Standby Time | $100.00 | $103.00 | $106.09 |
| Steel Technician | $100.00 | $103.00 | $106.09 |
| Steel Technician Standby | $100.00 | $103.00 | $106.09 |
| Steel Technician Overtime | $150.00 | $154.50 | $159.14 |
| Steel Technician Re-Observation | $100.00 | $103.00 | $106.09 |
| Steel Technician Re-Observation OT | $150.00 | $154.50 | $159.14 |
| NDT Level II Technician | $110.00 | $113.30 | $116.70 |
| NDT Level II Standby | $110.00 | $113.30 | $116.70 |
| NDT Level II Double Time | $220.00 | $226.60 | $233.40 |

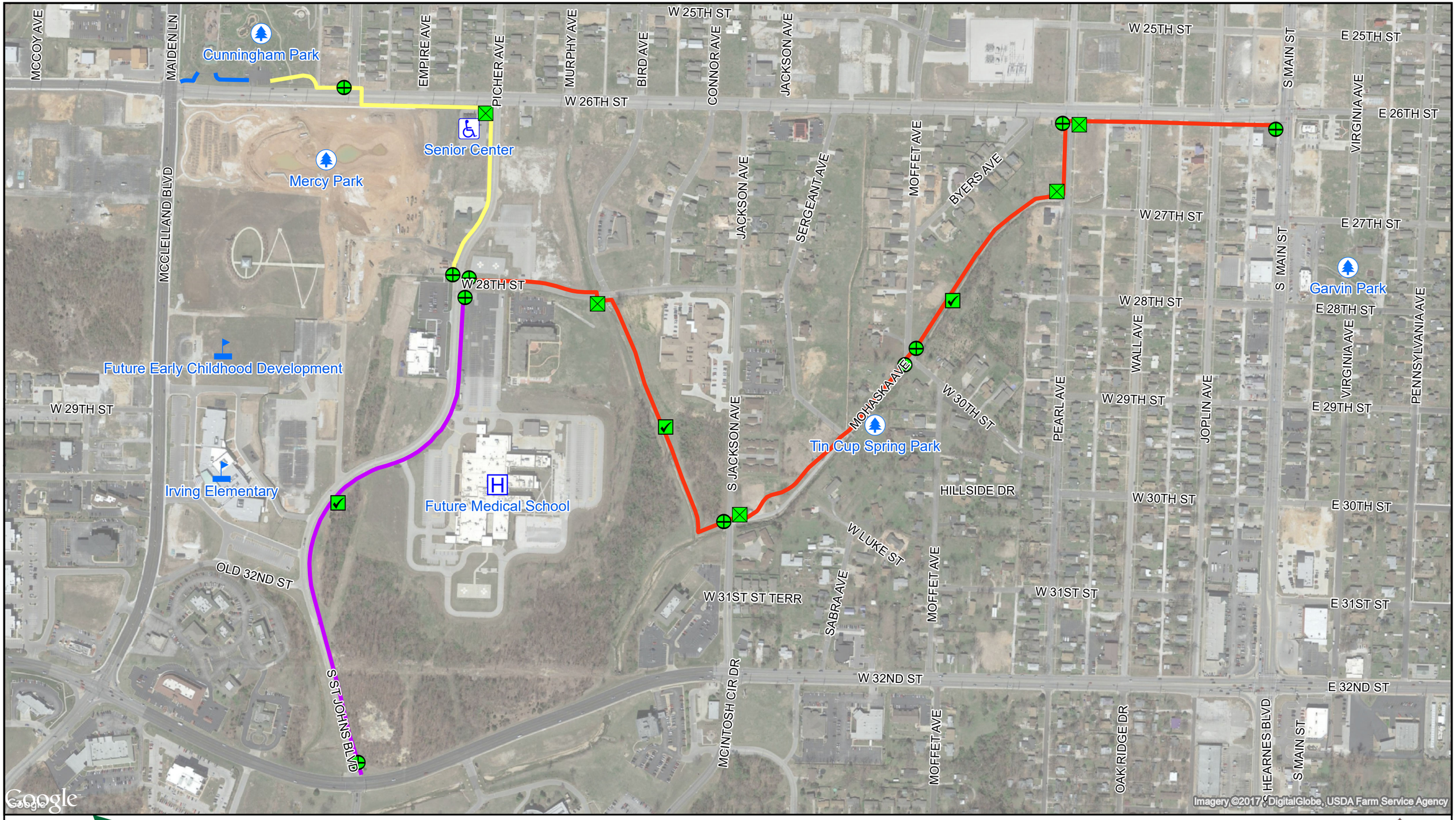
| **Classifications (cont.)** | **2016** | **2017** | **2018** |
|---|---|---|---|
| NDT Level III Technician | $285.00 | $293.55 | $302.36 |
| NDT Technician Overtime | $165.00 | $169.95 | $175.05 |
| NDT 2 Man Crew | $170.00 | $175.10 | $180.35 |
| NDT 2 Man Crew Re-Observation | $170.00 | $175.10 | $180.35 |
| NDT 2-Man Crew Overtime | $255.00 | $262.65 | $270.53 |
| NDT 2-Man Crew Double Time | $340.00 | $350.20 | $360.71 |
| NDT 3 Man Crew - A (1 Level II) | $235.00 | $242.05 | $249.31 |
| NDT 3-Man Crew - A (1 Level II) Overtime | $352.50 | $363.08 | $373.97 |
| NDT 3 Man Crew - B (2 Level II) | $290.00 | $298.70 | $307.66 |
| NDT 3-Man Crew - B (2 Level II) Overtime | $435.00 | $448.05 | $461.49 |
| NDT Support Crew | $60.00 | $61.80 | $63.65 |
| Technician | $60.00 | $61.80 | $63.65 |
| Technician Re-Observation | $60.00 | $61.80 | $63.65 |
| Technician Standby | $60.00 | $61.80 | $63.65 |
| Technician – Overtime | $90.00 | $92.70 | $95.48 |
| Senior Technician | $70.00 | $72.10 | $74.26 |
| Senior Technician Re-Observation | $70.00 | $72.10 | $74.26 |
| Senior Technician Standby | $70.00 | $72.10 | $74.26 |
| Senior Technician – Overtime | $105.00 | $108.15 | $111.39 |
| NACE Inspection | $100.00 | $103.00 | $106.09 |
| NACE Inspection Overtime | $150.00 | $154.50 | $159.14 |
| SWPPP Inspections | $85.00 | $87.55 | $90.18 |
| **Administrative Services** | | | |
| Administrative Coordinator | $80.00 | $82.40 | $84.87 |
| Administrative Assistant | $66.00 | $67.98 | $70.02 |
| Network Systems Administrator | $97.00 | $99.91 | $102.91 |
| Secretarial | $52.00 | $53.56 | $55.17 |

CJW
*Providing Transportation and Engineering Solutions*

5051 S. National, Ste. 4-110
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

| | Hourly Rates | | |
|---|---|---|---|
| Staff Classification | 2016 | 2017 | 2018 |
| Principal | $162.00 | $167.00 | $172.00 |
| Senior Engineer | $143.00 | $147.00 | $151.00 |
| Project Engineer | $101.00 | $104.00 | $107.00 |
| Engineer Intern | $69.00 | $71.00 | $73.00 |
| Project Manager | $79.00 | $81.00 | $83.00 |
| Inspector | $79.00 | $81.00 | $83.00 |
| Senior Designer | $79.00 | $81.00 | $83.00 |
| Senior Designer II | $74.00 | $76.00 | $78.00 |
| Survey Manager / PLS | $83.00 | $85.00 | $88.00 |
| Survey Crew Chief | $69.00 | $71.00 | $73.00 |
| Survey Crew Member | $57.00 | $59.00 | $61.00 |
| 2 Person Survey Crew | $126.00 | $130.00 | $134.00 |
| 3 Person Survey Crew | $181.00 | $186.00 | $192.00 |
| 4 Person Survey Crew | $238.00 | $245.00 | $252.00 |
| Traffic Data Collector | $27.00 | $28.00 | $29.00 |
| Engineering Technician | $59.00 | $61.00 | $63.00 |
| Administrator | $32.00 | $33.00 | $34.00 |
| Clerical | $27.00 | $28.00 | $29.00 |

| Vehicle | Per Federal Rate | |
|---|---|---|
| Copies | $0.10 | each |
| Blueprints | $0.50 | SQFT |
| Real Time GPS Equipment | $250.00 | per day |
| Robotic Prism less Instrument | $195.00 | per day |




JOPLIN, MO STRONGER, SAFER, SMARTER
JET JOINT ENGINEERING TEAM

**Trails**
- Blue Route
- Purple Route
- Red Route
- Yellow Route

**Legend**

**Trail Marker**
- Confidence Trail Marker
- Entrance Trail Marker
- Standard Trail Marker

# CITY OF JOPLIN

## STUDY AREA

N

400 200 0 400 Feet

1 inch = 400 feet

Updated By: smcconnaughey
Last Updated: 1/9/2017

Ref Location: I:\TSE Original JET Team Project\gis\Trail_Workspace.mxd

JOPLIN MISSOURI FROM OUR PAST SHAPING OUR FUTURE

**COUNCIL BILL NO. 2017-104 ORDINANCE NO**

AN ORDINANCE approving an amended agreement with Olsson Associates (JET) not to exceed Twenty Nine Thousand and no/100 Dollars ($29,000.00) for Additional Engineering Services Associated with the Mohaska Trail Improvements from 26th & Mc Clelland to Main Street Project and containing an emergency clause.

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

Section 1. Approval of an amended agreement with Olsson Associates (JET) not to exceed Twenty Nine Thousand and no/100 Dollars ($29,000.00) for Additional Engineering Services Associated with the Mohaska Trail Improvements from 26th & Mc Clelland to Main Street Project in the City of Joplin, Jasper County.

Section 2. 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 that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Olsson Associates (JET).

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

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

_____, 2017 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

| | | | |
|---|---|---|---|
| CLOSING DATE: | 28-Nov-2016 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver, Kim Newhouse |
| Asbestos Removal | | LOCATION: | 1015 W. 8th Street |

| COMPANY | BIDS |
|---|---|
| Camcor | $4,575.00 |
| | |
| Mid America | $4,300.00 |
| | |
| Western Insulation | $6,000.00 |


1013 W. 8TH ST.


1015 W. 8TH ST.


7271/2 MURPHY AVE.


729 MURPHY AVE.

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date January 3, 2017

## Item: COUNCIL BILL NO. 2017-350
## Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 350
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Mid America Environmental to remove the asbestos located at 1013 & 1015 W, 8TH ST. 7271/2 &729 S. Murphy Ave.

Summary: The above listed addresses were "tagged" as dangerous buildings on June 7, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 11, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on November 28, 2016. For the removal of asbestos at that time bids were received as follows:

| | |
|---|---|
| Mid America Environmental | $ 4,300.00 |
| Western Insulation | $ 6,000.00 |
| Camcor Environmental | $ 4,575.00 |

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

**Recommendation:** City Staff recommends that the Asbestos removal contract be awarded to Mid America Environmental for the amount of $ 4,300.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2017 – 350 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Mid America Environmental for the asbestos removal located at 1013 & 1015 W. 8TH ST. 727 ½ & 729 S. Murphy Ave. in the City of Joplin, Missouri, for the amount of Four Thousand Three Hundred and 00/100 Dollars (4,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Mid America Environmental in the amount of Four Thousand Three Hundred 00/100 Dollars ($4,300.00) is hereby approved for removal of asbestos located at 1013 & 1015 W. 8TH ST. 727 ½ & 729 S. Murphy Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1013 & 1015 W. 8TH ST. 727 ½ & 729 Murphy Ave. and legally described as:

ALL OF LOTS NUMBERED SIXTY-THREE (63) AND SIXTY-FOUR (64) IN BYERS AND MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

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

| | | | |
|---|---|---|---|
| CLOSING DATE: | 16-Dec-2016 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver, Kim Newhouse |
| Demolition | | LOCATION: | 8th & Murphy Ave |

| COMPANY | BIDS | |
|---|---|---|
| B & D Yardbuilders | $ | 11,600.00 |
| | | |
| Big John's | $ | 12,000.00 |
| | | |
| Camcor | $ | 39,390.00 |
| | | |
| Jodan Disposal | $ | 7,900.00 |
| | | |
| Nelson's Enterprises | $ | 7,249.00 |


1013 W. 8TH ST.


1015 W. 8TH ST.


7271/2 MURPHY AVE.


729 MURPHY AVE.

COUNCIL BILL NO. 2017 – 352 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1013 & 1015 W. 8TH ST. 727 ½ & 729 S. Murphy Ave. in the City of Joplin, Missouri, for the amount of Seven Thousand Two Hundred Forty-Nine and 00/100 Dollars (7,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of Seven Thousand Two Hundred Forty-Nine 00/100 Dollars ($7,249.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1013 & 1015 W. 8TH ST. 727 ½ & 729 S. Murphy Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1013 & 1015 W. 8TH ST. 727 ½ & 729 Murphy Ave. and legally described as:

ALL OF LOTS NUMBERED SIXTY-THREE (63) AND SIXTY-FOUR (64) IN BYERS AND MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

Passed by the Council of the City of Joplin, Missouri, this ____ day of _____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date January 3, 2017

## Item: COUNCIL BILL NO. 2017-352
## Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 352
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures, and any remaining debris including foundation and footings located at 1013, 1015 W. 8TH ST. 727 ½ & 729 S. Murphy Ave.

Summary: The above listed addresses were "tagged" as dangerous buildings on August 29, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 5, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on December 19, 2016. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows:

| | |
|---|---|
| Nelson Demolition | $ 7,249.00 |
| B & D Yardbuilders | $ 11,600.00 |
| Jordan Disposal | $ 7,900.00 |
| Big Johns | $ 12,000.00 |
| Camcor Environmental | $ 39,390.00 |

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

**Recommendation:** City Staff recommends that the demolition removal contract be awarded to Nelson Demolition for the amount of $ 7,249.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.


ITEM 2017-353
2318 W. 4TH ST.







City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date January 17, 2017

## Item: COUNCIL BILL NO. 2017-353
## Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 353
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 2318 W. 4TH St.

Summary: The above listed addresses were "tagged" as dangerous buildings on August 11, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 16, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on December 30, 2016. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows:

| | |
|---|---|
| Nelson Demolition | $ 1,749.00 |
| B & D Yardbuilders | $ 1,100.00 |
| Big Johns | $ 3,000.00 |

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

**Recommendation:** City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for the amount of $ 1,100.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

| | | | |
|---|---|---|---|
| CLOSING DATE: | 30-Dec-2016 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver, Kim Newhouse |
| Demolition | | LOCATION: | 2318 W. 4th Street |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $ 1,100.00 |
| | |
| Big John's Heavy Equipment | $ 3,000.00 |
| | |
| Camcor | NO BID |
| | |
| Jodan Disposal | NO BID |
| | |
| Nelson's Enterprises | $ 1,749.00 |
| | |

COUNCIL BILL NO. 2017-353 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area and located at 2318 W. 4TH St. in the City of Joplin, Missouri, for the amount of One Thousand One Hundred and 00/100 Dollars (1,100.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of One Thousand One Hundred 00/100 Dollars ($1,100.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2318 W. 4TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2318 W. 4TH St. and legally described as:

ALL OF THE WEST 60 FT. OF LOT NUMBERED FORTY-ONE (41) IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date January 17, 2017

## Item: COUNCIL BILL NO. 2017-354
## Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 354
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures, and any remaining debris including foundation and footings located at 905 S. Monroe.

Summary: The above listed addresses were "tagged" as dangerous buildings on August 15, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 16, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on December 30, 2016. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows:

| | |
|---|---|
| Nelson Demolition | $ 2,749.00 |
| B & D Yardbuilders | $ 4,400.00 |
| Big Johns | $ 2,900.00 |
| Jordan Disposal | $ 3,500.00 |

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

**Recommendation:** City Staff recommends that the demolition removal contract be awarded to Nelson Demolition for the amount of $ 2,749.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2017 – 354 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 905 S. Monroe in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred and Forty-Nine 00/100 Dollars (2,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of Two Thousand Seven Hundred Forty-nine 00/100 Dollars ($2,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 905 S. Monroe.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 905 S. Monroe. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED NINETY-SEVEN (197) IN W.G. SERGEANT AND COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

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

| | | | |
|---|---|---|---|
| CLOSING DATE: | 30-Dec-2016 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver, Kim Newhouse |
| Demolition | | LOCATION: | 905 S. Monroe Ave. |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $ 4,400.00 |
| | |
| Big John's Heavy Equipment | $ 2,900.00 |
| | |
| Camcor | NO BID |
| | |
| Jodan Disposal | $ 3,500.00 |
| | |
| Nelson's Enterprises | $ 2,749.00 |
| | |


ITEM 2017-354
905 S. MONROE







| | | | |
|---|---|---|---|
| CLOSING DATE: | 30-Dec-2016 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver, Kim Newhouse |
| Demolition | | LOCATION: | 1701 S. Bird Ave / 914 W.9TH ST |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | NO BID |
| | |
| Big John's Heavy Equipment | $ 5,500.00 |
| | |
| Camcor | NO BID |
| | |
| Jodan Disposal | $ 3,199.00 |
| | |
| Nelson's Enterprises | $ 4,449.00 |
| | |

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date January 17, 2017

## Item: COUNCIL BILL NO. 2017-355
## Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 355
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 1701 S. Bird Ave & 914 W. 17TH St.

Summary: The above listed addresses were "tagged" as dangerous buildings on August 2, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 16, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on December 30, 2016. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows:

| | |
|---|---|
| Nelson Demolition | $ 4,449.00 |
| Big Johns | $ 5,500.00 |
| Jordan Disposal | $ 3,199.00 |

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

**Recommendation:** City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for the amount of $ 3,199.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2017 – 355 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area and located at 1701 Bird Ave & 914 W. 17TH St. in the City of Joplin, Missouri, for the amount of Three Thousand One Hundred and Ninety-Nine 00/100 Dollars (3,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Three Thousand One Hundred Ninety-nine 00/100 Dollars ($3,199.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1701 Bird Ave & 914 W. 17TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1701 S. Bird Ave & 914 w. 17th St. and legally described as:

ALL OF LOT NUMBERED FORTY-SEVEN (47) IN SOUTH JOPLIN LAND COMPANY'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

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


ITEM 2017-355
905 S. MONROE







City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JANUARY 17, 2017**

**ITEM: COUNCIL BILL NO. 2017-502**

**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**Attachments: Escrow Trust Agreement; Schedule "A" budget adjustment; Sources and Uses of Funds**

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

## INTRODUCTION:

This Council Bill authorizes the advance refunding of the Series 2012 Certificates of Participation (COPS) issued for the purpose of financing the costs to acquire, construct, renovate, furnish and equip a new city hall, convert the existing city hall to a public safety and justice center, convert the existing public works building for use by the health department, and demolish an existing health department building for the retention of city records.

## DISCUSSION:

During the 2003 fiscal year, the City issued $6,700,000 in COPS for the purposes listed above. At the time, the certificates were set to mature in June of 2023 with interest rates ranging from 3.15% to 4.30%.

In 2012, the City issued $4,400,000 in COPS with interest rates ranging from 2% to 3.125% to refund $4,720,000 of outstanding Series 2003 COPS for the same purposes listed above. The Series 2012 COPS are set to mature in October of 2023. The earliest the COPS can be "called" or prepaid is on October 1, 2019.

The annual debt payment on the Series 2012 COPS ranges from $436,000 in 2017 to $438,300 in 2023. The City currently makes this annual payment by charging ourselves a "rent" payment based on the square footage usage of City Hall. This is an added annual expenditure assessed mainly to the general fund. The financial objective of the City is to have a balanced budget, while maintaining sufficient reserves for emergencies, the replacement of large capital assets and projects, as well as the retirement of debt. In planning for the fiscal year 2018 budget, this agreement authorizes the City to approve an advance refunding of the Series 2012 COPS.

The City will use a portion of unrestricted fund balance of the general fund to reduce the annual expenditures of the general fund by paying the outstanding amount of the debt all at once. The City will use available cash reserves (fund balance) to fund an irrevocable escrow account with the trustee bank for the Series 2012 COPS that will fund the principal and interest requirements

through October 1, 2019, which is the date when the Series 2012 COPS can be prepaid. At this point in time, the trustee will use the escrow account to pay off the remaining principal outstanding in the amount of $1,615,000. The total amount of cash needed to accomplish the "defeasance" of the Series 2012 COPS is approximately $2,838,550. It is anticipated that the closing will be on February 1.

The payment into the escrow account is a one-time payment from fund balance. It is appropriate to use fund balance for one-time expenditures rather than ongoing, recurring costs. The immediate benefit to the City of the advance refunding is freeing up annual budget obligation for debt service of $436,000 for the Series 2012 COPS. Additionally, the city's idle funds or the available cash reserves are invested in low yielding short-term U.S. Government backed obligations, while the interest rates for each maturity date on the Series 2012 COPS increases from 2% in 2017 to 3.125% in 2023. The escrow fund will have the ability to earn a similar yield in U.S. Government obligations as well, so there will be little or no lost investment earnings. There will be interest savings of approximately $152,000 by prepaying the COPS on October 1, 2019, which is calculated in the advance refunding amount.

It is anticipated the cost of the advance refunding or "defeasance" of the Series 2012 COPS will be approximately $7,000 for legal fees, analytical consultation, CPA verification report on the escrow sufficiency and the bank escrow acceptance fee. Since the escrow account is irrevocable, the debt will be removed from the City's financial statements upon closing. From a financial standpoint, the debt has been repaid.

This council bill also amends the budget as shown in Schedule "A" to transfer the cash from fund balance in the general fund to the debt service fund in order to make the one-time payment.

**RECOMMENDATION:**

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

**COUNCIL BILL NO. 2017-502** **ORDINANCE NO.**

AN ORDINANCE authorizing the escrow of funds sufficient to pay the outstanding Refunding Certificates of Participation, Series 2012, of the City of Joplin, Missouri, and authorizing certain documents and actions in connection therewith; amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, containing an emergency clause.

**WHEREAS,** the City of Joplin, Missouri (the "City"), has heretofore issued and now has outstanding its Refunding Certificates of Participation, Series 2012 (the "Series 2012 Certificates"), as authorized by an Ordinance of the City passed on March 5, 2012 (the "Series 2012 Ordinance"); and

**WHEREAS,** it is hereby found and determined that it is necessary and advisable and in the best interests of the City and of its inhabitants at this time to escrow funds in an amount sufficient to provide for the defeasance and prepayment of the Series 2012 Certificates maturing October 1, 2019 and thereafter (the "Defeased Certificates") including any interest thereon;

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

**Section 1.** There is hereby authorized and directed to be prepared and executed an Escrow Trust Agreement (the "Escrow Agreement") between the City and UMB Bank, N.A., as Escrow Agent, in substantially the form on file with the City. The Mayor and City Clerk are hereby authorized and directed to execute the Escrow Agreement for and on behalf of and as the act and deed of the City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, Piper Jaffray & Co. (the "Financial Advisor") and Gilmore & Bell, P.C. (the "Special Counsel") are authorized to take all necessary actions for the subscription and purchase of escrowed securities as described therein, including the subscription for United States Treasury Securities State and Local Government Series.

**Section 2.** The City desires to deposit funds in escrow to defease and prepay the Defeased Certificates. In accordance with the requirements of the Indenture of Trust (the "Indenture") between the City and UMB Bank, N.A., as trustee (the "Trustee"), related to the Defeased Certificates, the officers of the City are hereby directed to cause notice of the prepayment of such Defeased Certificates on October 1, 2019, to be given in the manner provided in the Indenture. The officers of the City and the Trustee for the Series 2012 Certificates are hereby authorized and directed to take such other action as may be necessary in order to effect the payment and prepayment of such Defeased Certificates.

**Section 3.** The officers of the City, including the Mayor, City Manager, Finance Director and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

**Section 4.** That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing revenues by the total amount of Two Million Eight Hundred Thirty-Eight Thousand Five Hundred Fifty Dollars and No Cents ($2,838,550.00) and by increasing appropriations by the total amount of Two Million Eight Hundred Forty-Five Thousand Five Hundred Fifty Dollars and No Cents ($2,845,550.00) for the purposes and amounts as shown in Schedule A attached hereto.

**Section 5.** That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and increase in appropriations.

**Section 6.** Due to time constraints involved in the purchase and delivery of the escrow securities to be deposited for the payment and prepayment of the Defeased Certificates, this Ordinance is declared by the City Council to be an emergency measure within the meaning of Sections 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri. This Ordinance shall take effect and be in full force immediately after its passage by the City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day

of _____, 2017, by a _____ vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# ESCROW TRUST AGREEMENT

**Dated as of February 1, 2017**

**Between**

**CITY OF JOPLIN, MISSOURI**

**and**

**UMB BANK, N.A.**

**Entered in Connection with the Payment and Discharge of the Refunding Certificates of Participation, Series 2012, of the City of Joplin, Missouri.**

# ESCROW TRUST AGREEMENT

**THIS ESCROW TRUST AGREEMENT** dated as of February 1, 2017 (the "Agreement"), between the **CITY OF JOPLIN, MISSOURI** (the "City"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with an office located in Kansas City, Missouri, and having full trust powers, as Escrow Agent (the "Escrow Agent").

**RECITALS:**

1. The City has heretofore duly authorized and issued its Refunding Certificates of Participation, Series 2012 (the "Series 2012 Certificates"), and has determined to escrow funds and securities sufficient to pay principal of and interest on the remaining outstanding principal and interest thereof (the "Escrowed Certificates"), described as follows and on **Schedule 1** hereto:

**ESCROWED CERTIFICATES**

| **Series Designation** | **Date of Certificates** | **Original Principal Amount** | **Principal Amount Escrowed** |
|---|---|---|---|
| 2012 | March 15, 2012 | $4,400,000 | $2,730,000 |

2. The Escrowed Certificates will mature and will have interest payable in the amounts and at the times shown on **Schedule 1** attached hereto.

3. With funds of the City duly allocated therefor, the City intends to provide for the payment of the principal of and interest on the Escrowed Certificates through the purchase of non-callable direct obligations of the United States of America described in **Schedule 2** attached hereto and the deposit of an initial cash balance.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**1. Definitions.** The following words and terms used in this Agreement shall have the following meanings:

**"Agreement"** means this Escrow Trust Agreement.

**"Certificate Payment Date"** means any date on which any principal of or interest on any of the Escrowed Certificates is due and payable.

**"Code"** means the Internal Revenue Code, as amended.

**"City"** means the City of Joplin, Missouri.

**"Escrow Agent"** means UMB Bank, N.A., Kansas City, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Agreement.

**"Escrowed Certificates"** means the outstanding Refunding Certificates of Participation, Series 2012, of the City, described in the recitals to this Agreement and **Schedule 1** hereto.

**"Escrow Fund"** means the fund by that name referred to in **Section 3** of this Agreement.

**"Escrow Ordinance"** means the Ordinance passed by the City Council on January 17, 2017, which authorized this Escrow Agreement and other actions necessary to escrow funds sufficient for the payment of the Escrowed Certificates.

**"Escrowed Securities"** means the direct non-callable obligations of the United States of America listed on **Schedule 2** attached hereto.

**"Paying Agent"** means the trustee and paying agent for the Escrowed Certificates as designated in the Indenture of Trust between the City and the Paying Agent, and any successor or successors at the time acting as paying agent for any of the Escrowed Certificates.

**"Series 2012 Indenture"** means the Indenture of Trust between the City and the Paying Agent, which authorized the delivery of the Series 2012 Certificates.

**"Special Counsel"** means Gilmore & Bell, P.C., or an attorney or firm of attorneys with a nationally recognized standing in the field of municipal finance approved by the City and the Escrow Agent.

**2. Creation of Escrow Fund.** There is hereby created and established with the Escrow Agent the following special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the "Escrow Fund for Refunding Certificates of Participation, Series 2012" (the "Escrow Fund").

**3. Deposits to the Escrow Fund.** Concurrently with the execution and delivery of this Agreement, the City herewith deposits with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of funds contributed by the City in the amount of $_____. The Escrow Agent shall apply such amount as follows:

(a) $_____ shall be used to purchase the Escrowed Securities described in **Schedule 2** hereto, which shall be delivered to and deposited in the Escrow Fund.

(b) $_____ shall be held uninvested in the Escrow Fund as a beginning balance.

**4. Creation of Lien.** The escrow created hereby shall be irrevocable. The holders of the Escrowed Certificates are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of and interest on the Escrowed Certificates.

**5. Application of Cash and Escrowed Securities in the Escrow Fund.**

(a) Except as otherwise expressly provided in this Section, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.

(b) On or prior to each Certificate Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of and interest on the Escrowed Certificates becoming due and payable on such Certificate Payment Date, as set forth in **Schedule 1** attached hereto, and shall forward such amount to the office of the Paying Agent, so that immediately available funds will reach the office of the Paying Agent on or before 12:00 Noon, Central time, on such Certificate Payment Date. In order to make the payments required by this subsection (b), the Escrow Agent is hereby authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity schedule in **Schedule 2** attached hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) shall be limited to the money and Escrowed Securities in the Escrow Fund.

(c) Upon the payment in full of the principal of and interest on the Escrowed Certificates, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.

**6. Notice of Escrowed Certificates.** The City instructs the Escrow Agent, as the Paying Agent for the Escrowed Certificates, to give all notices of prepayment and defeasance of such Escrowed Certificates required by the Series 2012 Indenture. The City directs the Escrow Agent, as the Paying Agent for the Escrowed Certificates, to take such further action as may be necessary under the Series 2012 Indenture related to the payment and defeasance of the Escrowed Certificates in the principal amounts and at the time set forth in **Schedule 1** hereof.

**7. Reports of the Escrow Agent.** As long as any of the Escrowed Certificates, together with the interest thereon, have not been paid in full, the Escrow Agent shall, at least 60 days prior to each Certificate Payment Date, determine the amount of money that will be available in the Escrow Fund to pay the principal of and interest on the Escrowed Certificates on the next Certificate Payment Date, and if the Escrow Agent determines that sufficient funds will not be available on such Certificate Payment Date, then the Escrow Agent shall certify in writing to the City the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification.

**8. Liability of Escrow Agent.**

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Escrowed Certificates. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Escrowed Certificates caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property of the City in trust for the holders of the Escrowed Certificates, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

(d) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, certificate, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement.

(f) No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it shall be provided that the Escrow Agent was negligent in ascertaining the pertinent facts, or for the misconduct or negligence of any agent appointed with due care.

(g) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

**9. Fees and Costs of the Escrow Agent and Costs Related to Defeasance of the Escrowed Certificates.** The aggregate amount of the costs, fees and expenses in connection with the creation of the escrow described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement shall be paid concurrently with the transfer of moneys to the Escrow Agent for creation of the Escrow Fund. The Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement, including but not limited to costs incurred for giving notice of redemption of any redeemed certificates. Claims for such reimbursement may be made to the City and in no event shall such reimbursement or other fees of the Escrow Agent be made from funds held in the Escrow Fund by the Escrow Agent pursuant to this Agreement.

If the Escrow Agent resigns prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid by the City to the Escrow Agent for its services under this Agreement.

**10. Resignation or Removal of Escrow Agent; Successor Escrow Agent.** The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the City and to the Paying Agent and by first class mail to all of the owners of record of the Escrowed Certificates not less than 60 days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of the City of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and the City and signed by the owners of a majority in principal amount of the Escrowed Certificates then outstanding; provided that written notice thereof is mailed on or before the date of such removal by first class mail, postage prepaid, to all registered owners of such Certificates, who are not parties to such instruments. The Escrow Agent may also be removed by the City if the Escrow Agent fails to make timely payment on any Certificate Payment Date to the Paying Agent of the

amounts required to be paid by it on such Certificate Payment Date by **Section 5(b)** of this Agreement; provided that written notice thereof is mailed on or before the date of such removal by registered or certified mail, postage prepaid, to the Paying Agent and by first class mail to all registered owners of such Certificates who are not parties to such instruments. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

If the Escrow Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Escrow Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent is appointed by the City in the manner above provided, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent has been made by such holders or the City pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Agent has been given to the City, the holder of any of the Escrowed Certificates or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent is a corporation with trust powers authorized to do business in the State of Missouri and organized under the banking laws of the United States or the State of Missouri and has at the time of appointment capital and surplus of not less than $25,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to the City, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**11. Amendments to this Agreement.** This Agreement is made for the benefit of the City and the owners from time to time of the Escrowed Certificates, and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of or notice to such owners, enter into agreements supplemental to this Agreement if such supplemental agreements do not materially adversely affect the rights of such holders and are not inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Escrowed Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of Special Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Escrowed Certificates, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

**12. Termination.** This Agreement shall terminate when all transfers by the Escrow Agent under the provisions hereof shall have been made.

**13. Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with the following parties if the same is duly mailed by first class, certified or registered mail addressed:

(a) To the City at:
City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: Finance Director

(b) To the Escrow Agent at:
UMB Bank, N.A.
1010 Grand, 4th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department

**14. Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**15. Successors and Assigns.** All of the covenants, promises and agreements in this Agreement contained by or on behalf of the City or the Escrow Agent shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

16. **Governing Law.** This Agreement shall be governed by the applicable law of the State of Missouri.

17. **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

18. **Electronic Transaction.** The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF,** the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials and their corporate seals to be hereunder affixed and attested as of the date first above written.

**CITY OF JOPLIN, MISSOURI**

By: _____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**UMB BANK, N.A.,**
as Escrow Agent

By: _____
Name:
Title:

**SCHEDULE 1**
**TO ESCROW TRUST AGREEMENT**

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**CERTIFICATE PAYMENT SCHEDULE FOR ESCROWED CERTIFICATES**

| Certificate Payment Date | Principal* | Interest | Total Payment |
|---|---|---|---|
| 04/01/2017 | $0 | $35,498.13 | $35,498.13 |
| 10/01/2017 | 365,000 | 35,498.13 | 400,498.13 |
| 04/01/2018 | 0 | 31,848.13 | 31,848.13 |
| 10/01/2018 | 370,000 | 31,848.13 | 401,848.13 |
| 04/01/2019 | 0 | 28,148.13 | 28,148.13 |
| 10/01/2019 | 1,995,000 | 28,148.13 | 2,023,148.13 |

*The principal paid on October 1, 2019 includes principal scheduled to be paid on October 1 in the amount of $380,000, plus the principal of the remaining Series 2012 Certificates being called for prepayment on that date in the amount of $1,615,000.

**SCHEDULE 2**
**TO ESCROW TRUST AGREEMENT**

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## SCHEDULE OF ESCROWED SECURITIES

| Maturity Date | Type of Security | Stated Rate | Maturity Value | Purchase Price |
|---|---|---|---|---|
| 04/01/2017 | SLGS Cert | 0.500% | $30,291 | $30,291 |
| 10/01/2017 | SLGS Cert | 0.680 | 382,785 | 382,785 |
| 04/01/2018 | SLGS Note | 0.890 | 15,861 | 15,861 |
| 10/01/2018 | SLGS Note | 1.070 | 385,931 | 385,931 |
| 04/01/2019 | SLGS Note | 1.230 | 14,296 | 14,296 |
| 10/01/2019 | SLGS Note | 1.370 | 2,009,383 | 2,009,383 |

SOURCES AND USES OF FUNDS

City of Joplin, Missouri
Defeasance of Series 2012 Certificates of Participation
- Preliminary, Subject to Change -

| | |
|---|---|
| Dated Date | 02/01/2017 |
| Delivery Date | 02/01/2017 |

| | |
|---|---|
| **Sources:** | |
| Other Sources of Funds: | |
| Cash Contribution | 2,845,550.38 |
| | 2,845,550.38 |
| **Uses:** | |
| Refunding Escrow Deposits: | |
| Cash Deposit | 3.38 |
| SLGS Purchases | 2,838,547.00 |
| | 2,838,550.38 |
| Cost of Issuance: | |
| Legal | 2,000.00 |
| Escrow Agent (One Time Fee) | 2,000.00 |
| CPA Verification Report | 1,500.00 |
| Analytical Consultation | 1,500.00 |
| | 7,000.00 |
| | 2,845,550.38 |

## SUMMARY OF BONDS REFUNDED

City of Joplin, Missouri
Defeasance of Series 2012 Certificates of Participation
- Preliminary, Subject to Change -

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---|---|---|---|---|
| Series 2011 (Refunding Series 2003), REF03: | | | | | |
| SERIAL | 10/01/2017 | 2.000% | 365,000.00 | | |
| | 10/01/2018 | 2.000% | 370,000.00 | | |
| | 10/01/2019 | 2.300% | 380,000.00 | | |
| | 10/01/2020 | 2.625% | 380,000.00 | 10/01/2019 | 100.000 |
| | 10/01/2021 | 3.000% | 400,000.00 | 10/01/2019 | 100.000 |
| | 10/01/2022 | 3.000% | 410,000.00 | 10/01/2019 | 100.000 |
| | 10/01/2023 | 3.125% | 425,000.00 | 10/01/2019 | 100.000 |
| | | | 2,730,000.00 | | |

PRIOR BOND DEBT SERVICE

City of Joplin, Missouri
Defeasance of Series 2012 Certificates of Participation
- Preliminary, Subject to Change -

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|---|
| 04/01/2017 | | | 35,498.13 | 35,498.13 | |
| 10/01/2017 | 365,000 | 2.000% | 35,498.13 | 400,498.13 | |
| 02/01/2018 | | | | | 435,996.26 |
| 04/01/2018 | | | 31,848.13 | 31,848.13 | |
| 10/01/2018 | 370,000 | 2.000% | 31,848.13 | 401,848.13 | |
| 02/01/2019 | | | | | 433,696.26 |
| 04/01/2019 | | | 28,148.13 | 28,148.13 | |
| 10/01/2019 | 380,000 | 2.300% | 28,148.13 | 408,148.13 | |
| 02/01/2020 | | | | | 436,296.26 |
| 04/01/2020 | | | 23,778.13 | 23,778.13 | |
| 10/01/2020 | 380,000 | 2.625% | 23,778.13 | 403,778.13 | |
| 02/01/2021 | | | | | 427,556.26 |
| 04/01/2021 | | | 18,790.63 | 18,790.63 | |
| 10/01/2021 | 400,000 | 3.000% | 18,790.63 | 418,790.63 | |
| 02/01/2022 | | | | | 437,581.26 |
| 04/01/2022 | | | 12,790.63 | 12,790.63 | |
| 10/01/2022 | 410,000 | 3.000% | 12,790.63 | 422,790.63 | |
| 02/01/2023 | | | | | 435,581.26 |
| 04/01/2023 | | | 6,640.63 | 6,640.63 | |
| 10/01/2023 | 425,000 | 3.125% | 6,640.63 | 431,640.63 | |
| 02/01/2024 | | | | | 438,281.26 |
| | 2,730,000 | | 314,988.82 | 3,044,988.82 | 3,044,988.82 |

ESCROW REQUIREMENTS

City of Joplin, Missouri
Defeasance of Series 2012 Certificates of Participation
- Preliminary, Subject to Change -

| | |
|---|---|
| Dated Date | 02/01/2017 |
| Delivery Date | 02/01/2017 |

| Period Ending | Principal | Interest | Principal Redeemed | Total |
|---|---|---|---|---|
| 04/01/2017 | | 35,498.13 | | 35,498.13 |
| 10/01/2017 | 365,000.00 | 35,498.13 | | 400,498.13 |
| 04/01/2018 | | 31,848.13 | | 31,848.13 |
| 10/01/2018 | 370,000.00 | 31,848.13 | | 401,848.13 |
| 04/01/2019 | | 28,148.13 | | 28,148.13 |
| 10/01/2019 | 380,000.00 | 28,148.13 | 1,615,000.00 | 2,023,148.13 |
| | 1,115,000.00 | 190,988.78 | 1,615,000.00 | 2,920,988.78 |

## ESCROW SUFFICIENCY

City of Joplin, Missouri
Defeasance of Series 2012 Certificates of Participation
- Preliminary, Subject to Change -

| Date | Escrow Requirement | Net Escrow Receipts | Excess Receipts | Excess Balance |
|---|---|---|---|---|
| 02/01/2017 | | 3.38 | 3.38 | 3.38 |
| 04/01/2017 | 35,498.13 | 35,498.24 | 0.11 | 3.49 |
| 10/01/2017 | 400,498.13 | 400,498.28 | 0.15 | 3.64 |
| 04/01/2018 | 31,848.13 | 31,848.50 | 0.37 | 4.01 |
| 10/01/2018 | 401,848.13 | 401,847.92 | (0.21) | 3.80 |
| 04/01/2019 | 28,148.13 | 28,148.19 | 0.06 | 3.86 |
| 10/01/2019 | 2,023,148.13 | 2,023,147.27 | (0.86) | 3.00 |
| | 2,920,988.78 | 2,920,991.78 | 3.00 | |

## ESCROW DESCRIPTIONS

City of Joplin, Missouri
Defeasance of Series 2012 Certificates of Participation
- Preliminary, Subject to Change -

| | Type of Security | Type of SLGS | Maturity Date | First Int Pmt Date | Par Amount | Rate | Max Rate |
|---|---|---|---|---|---|---|---|
| Feb 1, 2017: | | | | | | | |
| | SLGS | Certificate | 04/01/2017 | 04/01/2017 | 30,291 | 0.500% | 0.500% |
| | SLGS | Certificate | 10/01/2017 | 10/01/2017 | 382,785 | 0.680% | 0.680% |
| | SLGS | Note | 04/01/2018 | 04/01/2017 | 15,861 | 0.890% | 0.890% |
| | SLGS | Note | 10/01/2018 | 04/01/2017 | 385,931 | 1.070% | 1.070% |
| | SLGS | Note | 04/01/2019 | 04/01/2017 | 14,296 | 1.230% | 1.230% |
| | SLGS | Note | 10/01/2019 | 04/01/2017 | 2,009,383 | 1.370% | 1.370% |
| | | | | | 2,838,547 | | |

### SLGS Summary

| | |
|---|---|
| SLGS Rates File | 06JAN17 |
| Total Certificates of Indebtedness | 413,076.00 |
| Total Notes | 2,425,471.00 |
| Total original SLGS | 2,838,547.00 |

ESCROW CASH FLOW

City of Joplin, Missouri
Defeasance of Series 2012 Certificates of Participation
- Preliminary, Subject to Change -

| Date | Principal | Interest | Net Escrow Receipts | PV Factor | Present Value to 02/01/2017 @ 1.3058545% |
|---|---|---|---|---|---|
| 04/01/2017 | 30,291.00 | 5,207.24 | 35,498.24 | 0.997833002 | 35,421.32 |
| 10/01/2017 | 382,785.00 | 17,713.28 | 400,498.28 | 0.991360141 | 397,038.03 |
| 04/01/2018 | 15,861.00 | 15,987.50 | 31,848.50 | 0.984929269 | 31,368.52 |
| 10/01/2018 | 385,931.00 | 15,916.92 | 401,847.92 | 0.978540114 | 393,224.31 |
| 04/01/2019 | 14,296.00 | 13,852.19 | 28,148.19 | 0.972192405 | 27,365.46 |
| 10/01/2019 | 2,009,383.00 | 13,764.27 | 2,023,147.27 | 0.965885873 | 1,954,129.37 |
| | 2,838,547.00 | 82,441.40 | 2,920,988.40 | | 2,838,547.00 |

Escrow Cost Summary

| | |
|---|---|
| Purchase date | 02/01/2017 |
| Purchase cost of securities | 2,838,547.00 |
| Target for yield calculation | 2,838,547.00 |

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
9-Jan-17

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | Transfers | 001-9003-500-9205 | Transfer to Debt Service | $ | | 2,838,550 |
| | Total General Fund | | | $ | - | 2,838,550 |
| 205 | Debt Service Fund | | | | | |
| | Debt Service | 205-0000-460-0301 | Transfers In | $ | 2,838,550 | - |
| | Debt Service | 205-8703-500-5015 | Legal Fees | | | 7,000 |
| | Total Debt Service Fund | | | $ | 2,838,550 | 7,000 |
| | Grand Total | | | $ | 2,838,550 | 2,845,550 |

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JANUARY 17, 2017**

**ITEM: COUNCIL BILL NO. 2017-503**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A**

**Department Head: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill amends the adopted 2015-2016 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the budget for the payment to FEMA for the duplication of benefit collections.
- Amending various departments' budgets for central garage repairs, supplies, utilities, and other operating costs.
- Amending the budget for a subsidy to the golf course in the amount of $100,000 and to the flexible spending account in the amount of $15,000.
- Amending the payment to the Joplin Sports Authority for 30% of the hotel motel tax collections in the amount of $31,700.
- Amending the TST budget for a subsidy to the Community Planning Fund for the matching portion of operations of planning activities in the amount of $75,500.
- Amending the Home Consortium budget for CHDO activities in the amount of $123,500.
- Amending Depreciation Expense for Sewer Treatment by the amount of $910,000 and for Sewer Maintenance by the amount of $620,000.
- Amending the Sewer budget for the engineering transfer by the amount of $147,000.
- Amending the Public Parking Fund budget to close the fund and transfer the fund balance to the general fund by the amount of $120,000.
- Amending the budget for liability insurance claims by $100,000.
- Amending the JRC budget for the land lease amortization expense by $96,100.

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 $3,153,015.00.

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

**COUNCIL BILL NO. 2017-503** **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2015-168 on October 19, 2015, which estimated revenues and appropriated funds for the fiscal year 2015-2016, 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 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing appropriations by the total amount of Three Million One Hundred Fifty-Three Thousand Fifteen Dollars and No Cents ($3,153,015.00) 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 _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2015-2016 ADOPTED BUDGET
9-Jan-17

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | City Council | 001-0101-500-5090 | FEMA Cleanup Fees | $ | | 599,000 |
| | Building Regulations | 001-4503-520-4210 | Central Garage Repairs | | | 1,915 |
| | Police Patrol | 001-5502-510-2750 | SRT Operational Supplies | | | 10,500 |
| | Police Patrol | 001-5502-510-7030 | Fees & Permits | | | 2,600 |
| | Police Patrol | 001-5502-510-8220 | Operating Equipment | | | 6,600 |
| | Fire Prevention | 001-6003-510-4210 | Central Garage Repairs | | | 800 |
| | Fire Prevention | 001-6003-510-6005 | Travel Expenses | | | 800 |
| | Subsidies | 001-9003-500-9040 | Golf Course Subsidy | | | 100,000 |
| | Subsidies | 001-9003-500-9065 | Flexible Spending Subsidy | | | 15,000 |
| | Total General Fund | | | $ | - | 737,215 |
| 105 | CVB Fund | | | | | |
| | Special Projects | 105-4080-560-7426 | Joplin Sports Authority | $ | | 31,700 |
| | Total CVB Fund | | | $ | - | 31,700 |
| 110 | Health Fund | | | | | |
| | Animal Control | 110-3505-550-5245 | Humane Society Services | $ | | 950 |
| | Total Health Fund | | | $ | - | 950 |
| 115 | Parks Fund | | | | | |
| | Parks Memorial Hall | 115-6513-560-3005 | Electric Charges | $ | | 5,000 |
| | Parks Athletic Complex | 115-6516-560-1210 | Regular Seasonal Wages | | | 35,000 |
| | Parks Athletic Complex | 115-6516-560-8010 | Building Improvements | | | 28,600 |
| | Total Parks Fund | | | $ | - | 68,600 |
| 140 | TST Fund | | | | | |
| | Subsidies | 140-9003-500-9050 | Community Development | $ | | 75,500 |
| | Total TST Fund | | | $ | - | 75,500 |
| 150 | Community Planning Fund | | | | | |
| | Home Consortium | 150-1520-570-7402 | CHDO | $ | | 123,500 |
| | Total Community Planning Fund | | | $ | - | 123,500 |
| 415 | Sanitary Sewer Fund | | | | | |
| | Sewer Treatment | 415-4541-540-3005 | Electric Charges | $ | | 41,600 |
| | Sewer Treatment | 415-4541-540-4210 | Central Garage Repairs | | | 25,000 |
| | Sewer Treatment | 415-4541-540-7125 | Depreciation Expense | | | 910,000 |
| | Sewer Treatment | 415-4541-540-9699 | Engineering Fee Transfer | | | 147,000 |
| | Sewer Maintenance | 415-4542-540-2050 | Operational Supplies | | | 33,000 |
| | Sewer Maintenance | 415-4542-540-2110 | Computer Software | | | 4,600 |
| | Sewer Maintenance | 415-4542-540-4115 | Other Property Repairs | | | 7,750 |
| | Sewer Maintenance | 415-4542-540-4210 | Central Garage Repairs | | | 10,500 |
| | Sewer Maintenance | 415-4542-540-7125 | Depreciation Expense | | | 620,000 |
| | Total Sewer Fund | | | $ | - | 1,799,450 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 425 | Public Parking Fund | | | | | |
| | Transfers Out | 425-2020-500-9999 | Transfer to General Fund | $ | | 120,000 |
| | Total Public Parking Fund | | | $ | - | 120,000 |
| 515 | Liability Self-Insurance Fund | | | | | |
| | Liability Administration | 515-7501-500-5305 | Judgments & Claims | $ | | 100,000 |
| | Total Liability Self-Insurance Fund | | | $ | - | 100,000 |
| 710 | Joplin Redevelopment Corp | | | | | |
| | TIF Projects | 710-1710-500-8125 | Land Lease | $ | | 96,100 |
| | Total Joplin Redevelopment Corp | | | $ | - | 96,100 |
| | Grand Total | | | $ | - | 3,153,015 |

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JANUARY 17, 2017**

**ITEM: COUNCIL BILL NO. 2017-504**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A**

**Department Head: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the Information Technology budget for H.T.E. training for building and business licenses in the amount of $28,000.
- Amending the Police Investigations budget in the amount of $12,600 to replace the Mirage Computer System from drug forfeiture funds.
- Amending the Airport budget in the amount of $34,000 due to required equipment changes as the result of a change in aircraft servicing the Joplin Regional Airport.
- Amending the Sewer Treatment budget in the amount of $25,000 due to the complete failure of a pump at a lift station.

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 $99,600.00.

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

**COUNCIL BILL NO. 2017-504** **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, 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 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing appropriations by the total amount of Ninety-Nine Thousand Six Hundred Dollars and No Cents ($99,600.00) 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 _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
9-Jan-17

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | Information Technology | 001-2501-500-5010 | Consulting Fees | $ | | 28,000 |
| | Police Investigations | 001-5503-510-8220 | Operating Equipment | | | 12,600 |
| | Total General Fund | | | $ | - | 40,600 |
| 405 | Airport Fund | | | | | |
| | Airport | 405-5004-520-8220 | Operating Equipment | | | 34,000 |
| | Total Airport Fund | | | $ | - | 34,000 |
| 415 | Sewer Fund | | | | | |
| | Sewer Treatment | 415-4541-540-8220 | Operating Equipment | | | 25,000 |
| | Total Sewer Treatment | | | $ | - | 25,000 |
| | Grand Total | | | $ | - | 99,600 |

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date January 17, 2017**

**Item: SITE PLAN REVIEW 5211 SOUTH MAIN STREET**
**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

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

Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1-9-17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 4 in favor, 3 absent

SUMMARY:
Case 001-17: 5211 South Main Street – A request for a Site Plan Review for the construction of a skilled nursing facility – Ball Ventures.

STAFF SUMMARY:
This Site Plan Review is for the development of a skilled nursing facility at 5211 South Main Street. The proposed development is a 38-bed facility that would have a maximum of 30 employees. The building footprint is approximately 32,975 square feet for a one-story facility containing 38 rehab units. The site plan includes 49 parking spaces and a landscaped parking lot. A storm water detention pond is shown at the northeast corner of the parcel with a sanitary sewer extension across the north side.

This property requires a site plan review and approval because of its "PD" zoning designation.

Staff recommends approval of Case 001-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Arnold Wolker with Powell CWM, 3200 South State Route 291, Independence MO 64057. They are the Civil Engineers for this project. Project is for a Skilled Nursing facility with 38 units. Basically, for people that might need a place to stay between the hospital and going home. This is the second of four that is being planned for the Missouri area. Independence, Joplin, O'Fallon, and Springfield. Best of my knowledge we have complied on our resubmittal with all the review comments from the previous submittal.

Mr. Duncan asked if there was going to be rehab or is it strictly skilled nursing? Mr. Wolker stated there would be rehab also.

Mr. Duncan asked if he knew if they had already applied for the Certificate of Need. Mr. Wolker did not know.

Mr. Duncan stated the way the building sits on the property, does the front door face the North or the South? Mr. Wolker stated if faces South and that is where the parking lot will be.

Mr. Duncan wanted to know if they owned the property all the way to the residential property. Mr. Wolker stated they only own what is in the teal colored lines on the map.

Ms. Cunningham stated that the woods area belongs to someone else.

Mr. Gill Stephens, 23 Pheasant Run, Joplin, MO. He is the Real Estate Broker on part of this project. There were two sellers on this piece of property, the L shape property and then a 50-foot separation on the property lines which is for a road. A total of 13 acres and a remainder which is not in site plan box on the map, which is 11.75 acres. All property there is available and will be developed.

Z&P Meeting: January 9, 2017
City Council Meeting: January 17, 2017

# STAFF PLANNING REPORT
## Site Plan Review

**CASE 001-17** A request for a Site Plan Review for a skilled nursing facility

**NAME OF PROJECT** Sunterra Springs

**LOCATION** 5211 South Main Street

**APPLICANT** Ball Ventures

**CORRIDOR** South Main Street

---

### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| C-O-PD<br>Planned Non-Retail<br>Commercial Development | Undeveloped | 2 acres |
| C-1-PD<br>Planned Neighborhood<br>Commercial Development | Undeveloped | 1.64 acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | C-3 | C-1-PD | C-1-PD | C-3 |
| Land Use | Institutional | Undeveloped | Medical Office | Commercial |

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| Main Street | Arterial | 135’ |

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

No. This facility will be using a shared drive with the dentist office to the south.

**UTILITIES** Sanitary sewer runs east of the property line.

**FLOOD PLAIN** This property is not within the flood plain.

**DISCUSSION**

This Site Plan Review is for the development of a skilled nursing facility at 5211 South Main Street. The proposed development is a 38-bed facility that would have a maximum of 30 employees. The building footprint is approximately 32,975 square feet for a one-story facility containing 38 rehab units. The site plan includes 49 parking spaces and a landscaped parking lot. A storm water detention pond is shown at the northeast corner of the parcel with a sanitary sewer extension across the north side.

**ENCLOSURES**

Application
Map
Site Plan
Landscaping Plan
Building Elevations
Grading and Erosion Control Plan

*Staff recommends approval of Case 001-17.*

## ARTICLE 14

## SITE PLAN REVIEW

**PROCEDURES**

The zoning regulations contain a list of the information and exhibits that are required in support building permit applications (excluding one-family and two-family dwellings), as determined by the City of Joplin.

Developers should consult the regulations for a complete list of submittals.

Applicability: The Planning/Community Development Manager shall require that all applications for building permits for developments in the multifamily, commercial and industrial zoning districts be subject to Site Plan Review in accordance with these regulations and for redevelopments in the following circumstances: if the redevelopment enlarges the size of the original structure by more than 50 percent in the case of a renovation or alteration. Developments shall be encouraged to implement the objectives of the Comprehensive Plan in fostering redevelopment in the "Business Strip" Overlay District, and compatibility among land uses in the City of Joplin. Site Plan Reviews shall be performed by the Municipal Planner and submitted to the Planning and Zoning Commission and City Council for approval.

The Planning and Zoning Commission shall perform their review at the next regularly scheduled meeting of the Planning and Zoning Commission for which the item may be scheduled and shall adjourn and reconvene as is determined necessary.

The Site Plan Review application and fee should be submitted along with the following plans on a 11" x 17" sheets:

X Site Plan C-102

X Landscape Plan (with plant schedule – species, quantity, and size) C-104

X Building Elevations (labeled with materials) AS501, A201

X Other (some locations may require lighting and grading plans)

EX. COND. + DEMO. C-101

GRADING + EROSION CONTROL C-103

**CITY OF JOPLIN, MISSOURI**

**SITE PLAN REVIEW CHECKLIST**

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: 001-17
Filing: $450.00
Date Advertised: _____
Date Notices Sent: _____

Public Hearing Date: 1-9-17

I. Name of Project: SUNTERRA SPRINGS

II. Location of Project: 5211 S. MAIN ST.

III. Name of Owner: RON STENGER JOPLIN LLC, Z-FOUR LLC
DEVELOPER : BY MANAGEMENT SERVICES, INC.

IV. Name of Person who Prepared the Site Plan: AARON M. BARNHART, PE.
POWELL CWM, INC.

V. Instructions:

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

| Does the Site Plan comply with or show the following? | Yes | No |
|---|---|---|
| A. Name of the project, address, boundaries, date, north arrow and scale of the plan. | X | |
| B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect. | X | |
| C. Name and address of all owners of record of abutting parcels. | X | |
| D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures. | X | |

States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. (NO FLOODPLAIN) X ___

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

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

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

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

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

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

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

2. Maximum number of employees; (30) X ___

3. Maximum seating capacity, where applicable; X ___
(38) BEDS

4. Number of parking spaces existing and required for the intended use; and REQ'D: 38 X ___
PROVIDED: 49

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

SIGNATURE: Lee M. Bell DATE: 12/16/16

BY: TITLE: POWELL CWM, INC. DIRECTOR OF ENGINEERING

E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. X ___

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

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ___ X
LED TYPE, DIRECTED TOWARDS SITE INTERIOR, TYP.
FINAL DESIGN NOT COMPLETED

H. The location, height, size, materials, and design of all proposed signage. (SHEET AS501) X ___

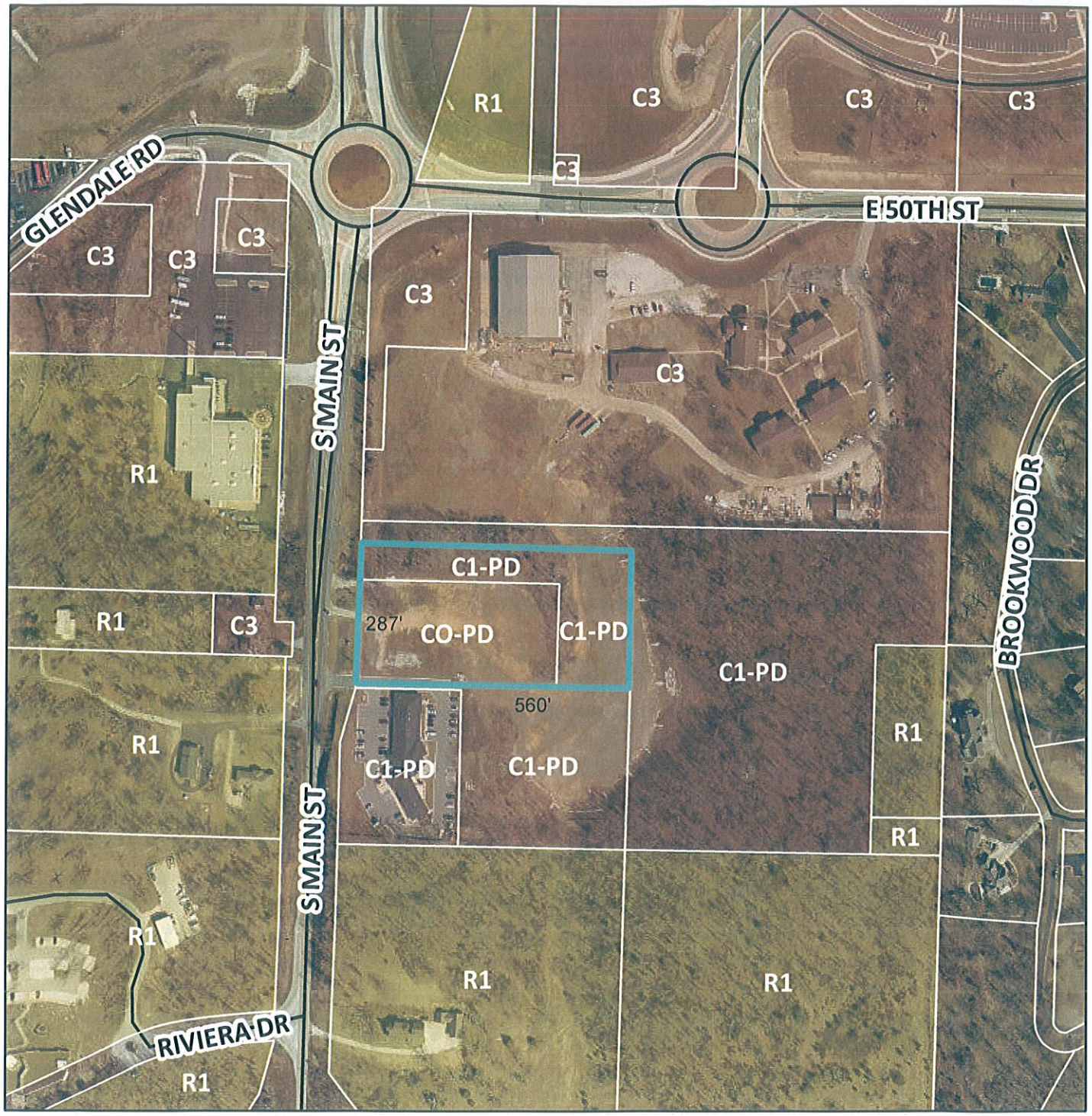
I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. X ___

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

1. sewer lines and manholes; X ___
2. water lines and fire hydrants; X ___
3. telephone, cable and electrical systems; and X ___
PROPOSED NOT SHOWN
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. X ___

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

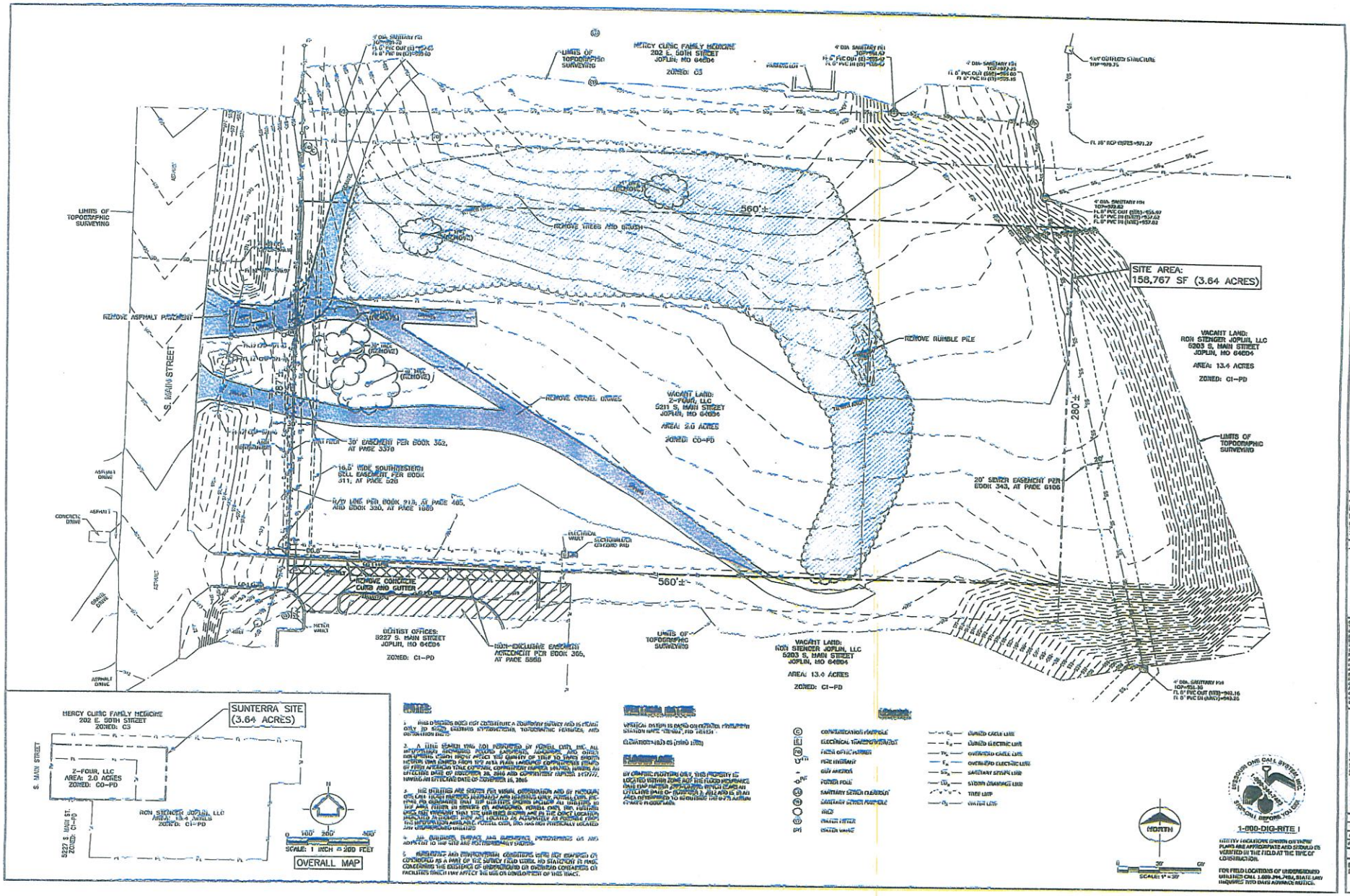
L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United




Case 001-17: 5211 South Main Street – A request for a Site Plan Review for the construction of a skilled nursing facility – Ball Ventures.

N

0 230 460 920 1,380 1,840 Feet







**NOTES:**

1. THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS MEANT ONLY TO SHOW EXISTING HYDROLOGIC, TOPOGRAPHIC FEATURES, AND DEMOLITION DETAILS.
2. A TITLE SEARCH WAS NOT PERFORMED BY POWELL CWM, INC. ALL INFORMATION REGARDING RECORD EASEMENTS, AGREEMENTS AND OTHER ENCUMBRANCES WHICH AFFECT THE SURVEY OF TRACT 10, SAID SURVEY BEING THE SAME AS DESCRIBED FROM THE 1918 PLAIN LANGUAGE COMMITMENT ISSUED BY FIRST AMERICAN TITLE COMPANY, COMMITMENT NUMBER 1810-1, WITH AN EFFECTIVE DATE OF NOVEMBER 26, 2018 AND COMMITMENT NUMBER 1877777, HAVING AN EFFECTIVE DATE OF NOVEMBER 15, 2016
3. THE UTILITIES ARE SHOWN FOR VISUAL OBSERVATION AND BY RECORDS ON FILE FROM VARIOUS AGENCIES AND RECORDS ONLY. POWELL CWM, INC. MAKES NO GUARANTEE THAT THE UTILITIES SHOWN INCLUDE ALL UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. POWELL CWM, INC. FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. POWELL CWM, INC. HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. ALL BUILDING, SURFACE, AND SUBSURFACE IMPROVEMENTS OR ANY ADDITIONS TO THE SITE ARE NOT PROFESSIONALLY SHOWN.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY FIELD WORK. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

**VERTICAL DATUM:**

VERTICAL DATUM IS BASED ON CENTRAL FARMERS STATION RATE "CENTRAL, FID 1810-1"

ELEVATION=(N/A) ft (NAVD 1988)

**FLOOD ZONE:**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED WITHIN ZONE AO OF THE FLOOD INSURANCE RATE MAP NUMBER 29097C0195G WHICH BEARS AN EFFECTIVE DATE OF (SURVEY) 2, 2012 AND IS IN AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**LEGEND:**

- CO — COMMUNICATION MANHOLE
- E — ELECTRICAL TRANSFORMER/BOX
- FO — FIBER OPTIC MARKER
- FH — FIRE HYDRANT
- GV — GAS VALVE
- PP — POWER POLE
- SS — SANITARY SEWER CLEANOUT
- SM — SANITARY SEWER MANHOLE
- MW — MONITORING WELL
- WM — WATER METER
- WV — WATER VALVE
- $C_{OH}$ — BURIED CABLE LINE
- $E_{UG}$ — BURIED ELECTRIC LINE
- $FO_{UG}$ — OVERHEAD CABLE LINE
- $E_{OH}$ — OVERHEAD ELECTRIC LINE
- $SS_{UG}$ — SANITARY SEWER LINE
- $SD_{UG}$ — STORM DRAINAGE LINE
- TREE LINE
- $W_{UG}$ — WATER LINE

NORTH
0 30' 60'
SCALE: 1" = 30'

1-800-DIG-RITE !

UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION.

FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 1-800-344-7483, STATE LAW REQUIRES TWO DAYS ADVANCE NOTICE.

POWELL CWM

SITE DEVELOPMENT FOR SUNTERRA SPRINGS
5211 S. MAIN STREET
JOPLIN, MO 64804

CLIENT:

CONSULTANTS:

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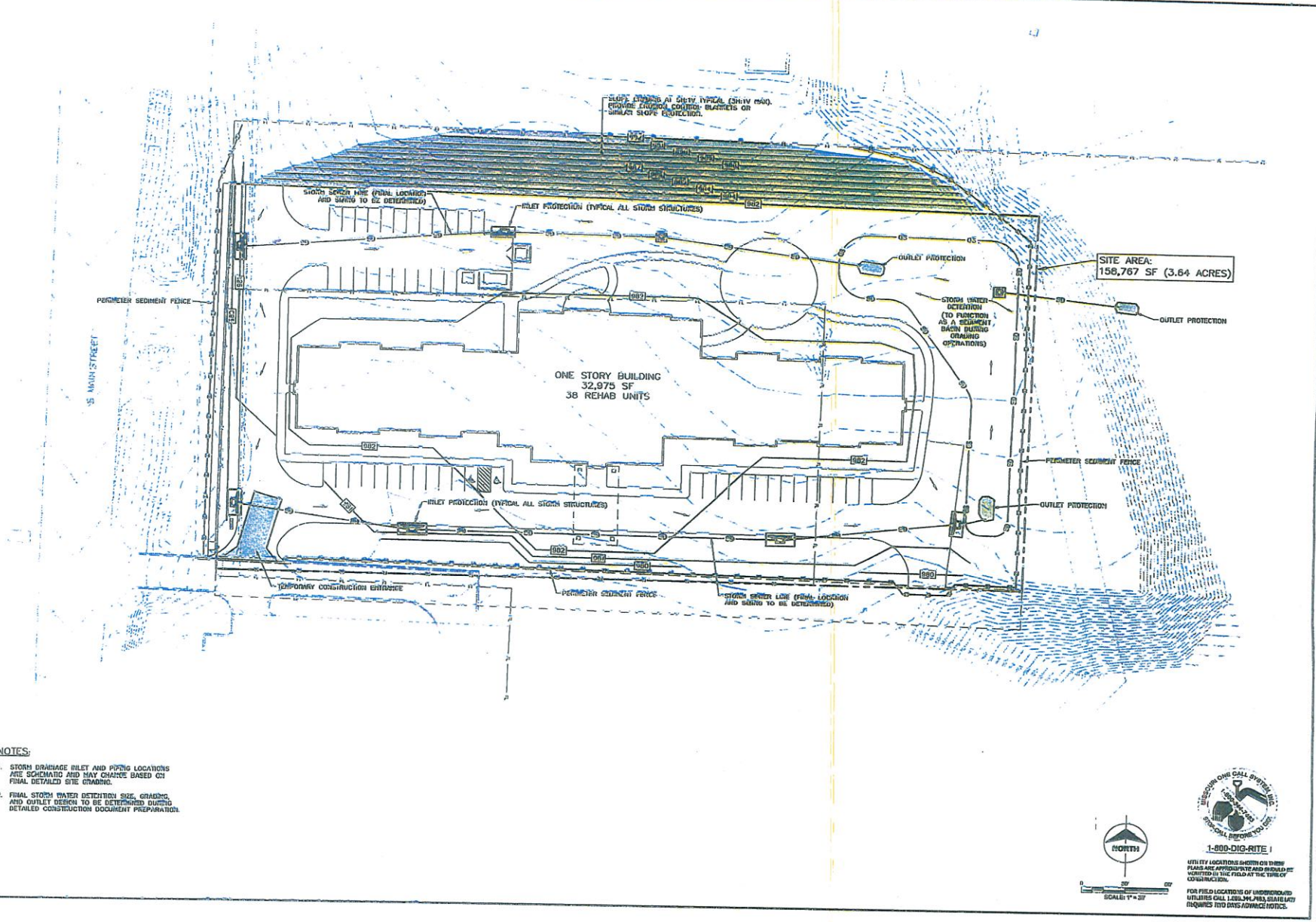
| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

| | |
|---|---|
| FIELD: | PCWM |
| DRAWN: | PCWM |
| CHECKED: | PCWM |
| PROJ. NO: | 2870-16-1077 |
| DATE: | 12/16/16 |

EXISTING CONDITIONS & DEMOLITION PLAN

C-101




NOTES:

1. STORM DRAINAGE INLET AND PIPING LOCATIONS ARE SCHEMATIC AND MAY CHANGE BASED ON FINAL DETAILED SITE GRADING.
2. FINAL STORM WATER DETENTION SIZE, GRADING, AND OUTLET DESIGN TO BE DETERMINED DURING DETAILED CONSTRUCTION DOCUMENT PREPARATION.

POWELL CWM

SITE DEVELOPMENT PLAN
SUNTERRA SPRINGS
1201 S. MAIN STREET
MEXICO, MO 65265

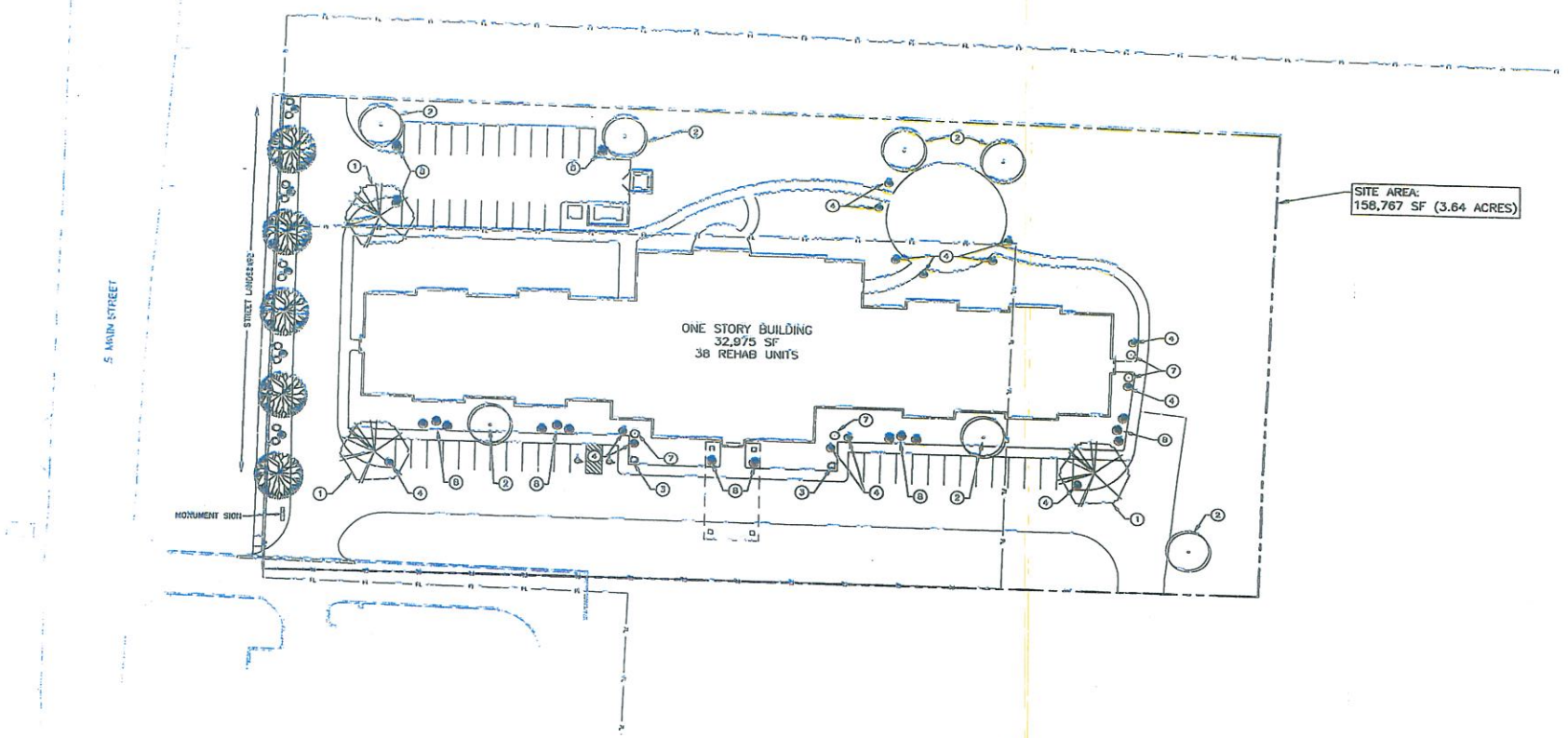
CLIENT

| NO. | DATE: | DESCRIPTION |
|---|---|---|
| | | |

| | |
|---|---|
| FIELD: | PCWM |
| DRAWN: | PCWM |
| CHECKED: | PCWM |
| PROJ. NO. | 3275-16-1077 |
| DATE: | 12/16/16 |

GRADING & EROSION CONTROL PLAN

C-100







STREET LANDSCAPE PLANTING DETAIL

SCALE 1" = 20'

LANDSCAPE NOTES:

1. ALL DISTURBED TURF AREAS WITHIN THE PUBLIC ROW SHALL BE SODDED WITH TASCHE SOD. ALL SLOPES GREATER THAN 3:1 THAT ARE SODDED WILL BE PINNED.
2. PLANT MATERIAL IS TO BE PLANTED IN THE SAME RELATIONSHIP TO GRADE AS GROWN IN THE NURSERY.
3. ALL MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH UNLESS NOTED OTHERWISE. MULCH TO BE INSTALLED AT 3" DEPTH (AFTER COMPACTION UNLESS NOTED OTHERWISE. MULCH SHALL BE CLEAN AND FREE OF ALL FOREIGN MATERIALS. EACH TREE TO BE INDIVIDUALLY CIRCLED. ALL SHRUB MASSES TO BE PLANTED IN CONTINUOUS BEDS. ALL BEDS TO BE EDGED WITH A SPADE CUT EDGE.
4. THE MAINTENANCE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OTHER SITE RELATED WORK. DEMO PERFORMED BY OTHER CONTRACTORS.
5. PLANTING IS PROPOSED FOR THE LANDSCAPE ONLY. PLANT MATERIAL LOCATIONS ARE DIAGRAMMATIC AND ARE TO SHOW DESIGN CONCEPT. DO NOT SCALE THE DRAWING.
6. FINAL PLANT MATERIAL SUBMITTED TO OWNERS APPROVAL.
7. CONTRACTOR TO PROVIDE AND IRRIGATION SYSTEM. COORDINATE SERVICE AND METERING WITH UTILITY PROVIDER.

LANDSCAPE LEGEND

| ITEM | COMMON NAME | BOTANICAL NAME | TYPE | SIZE | QUANTITY |
|---|---|---|---|---|---|
| 1 | JAPANESE ZELKOVA | ZELKOVA SERRATA | CANOPY | 2" CALIPER | 3 |
| 2 | AMERICAN HORNBEAM | CARPINUS CAROLINIANA | CANOPY | 2" CALIPER | 7 |
| 3 | MOPS MUGO PINE | PINUS MUGO 'MOPS' | EVERGREEN | 15" HIGH | 2 |
| 4 | JAPANESE YEW | TAXUS MEDIA | SHRUB | 15" HIGH | 26 |
| 5 | AMERICAN ARBORVITAE | THUJA AMERICANA | CANOPY | 2" CALIPER | 5 |
| 6 | COMPACT COTONEASTER | COTONEASTER APICULATUS | SHRUB | 18" HIGH | 10 |
| 7 | REDOSIER DOGWOOD | CORNUS SERICEA | SHRUB | 15" HIGH | 4 |
| 8 | GREEN OCH DOGWOOD | BUMAS 'GREEN GEM' | SHRUB | 18" HIGH | 17 |






1-800-DIG-RITE !

UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION.

FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 1.800.344.7233, STATE LAW REQUIRES TWO DAYS ADVANCE NOTICE.

POWELL CWM

SITE DEVELOPMENT PLAN
SENTINEL SPRINGS
APARTMENTS

CLIENT

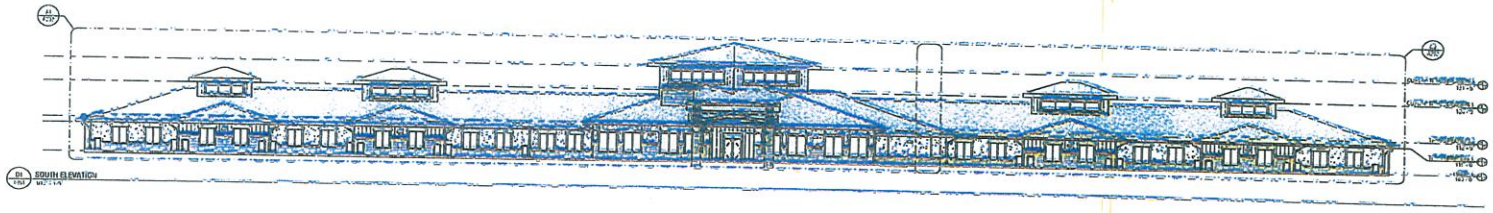
CONTACT INFO

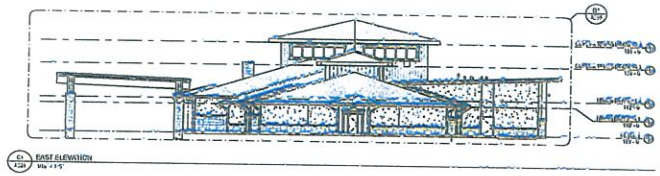
| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

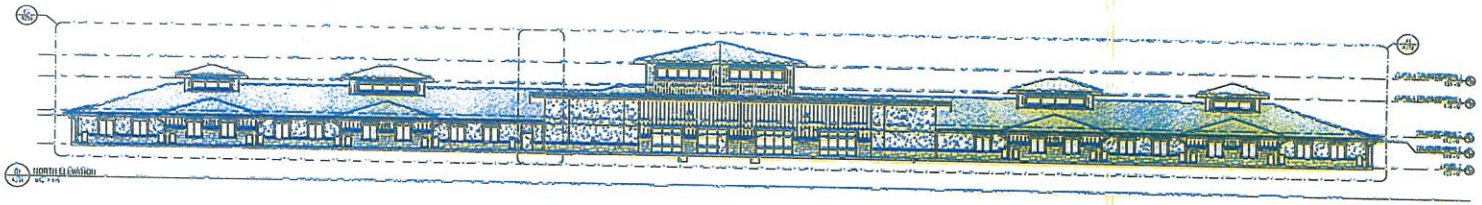
FIELD: PCWM
DRAWN: PCWM
CHECKED: PCWM
PROJ. NO: 2017-10-1077
DATE: 12/18/18

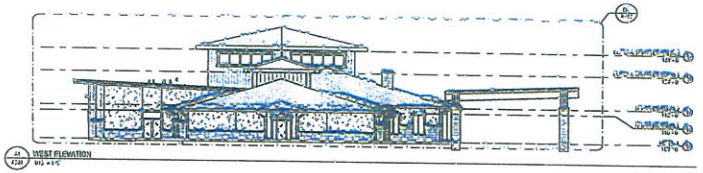
LANDSCAPING PLAN

L-100




**ELEVATION GENERAL NOTES:**

SUNTERRA SPRINGS - INDEPENDENCE
E. 37TH TERRACE S
INDEPENDENCE, MO 64057

BWA ARCHITECTS

EXTERIOR ELEVATIONS

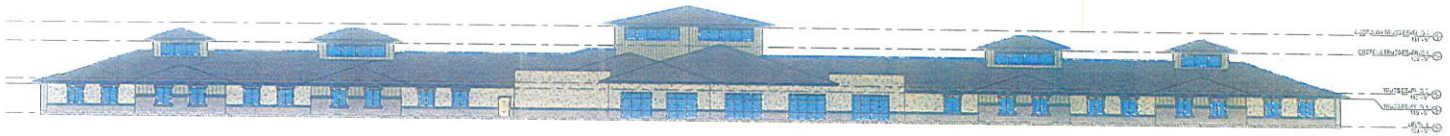
A201



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



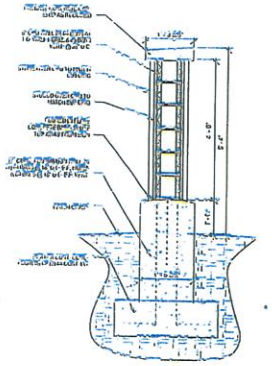
WEST ELEVATION

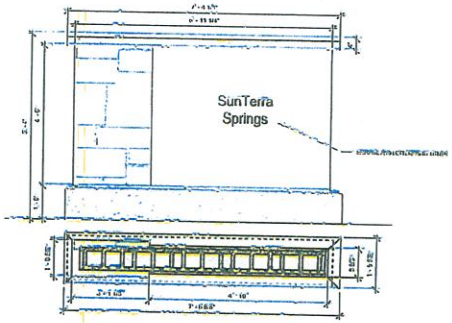
SUNTERRA SPRINGS - INDEPENDENCE
E. 37TH TERRACE &
INDEPENDENCE, LEE'S SUMMIT

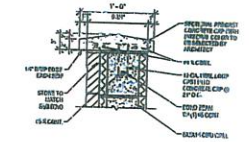
BWA ARCHITECTS

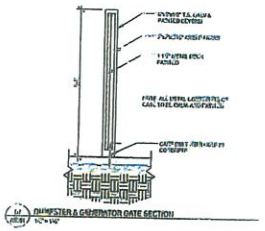
BUILDING ELEVATIONS

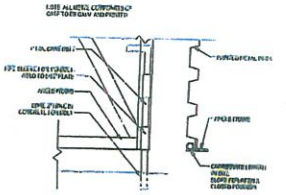
A201

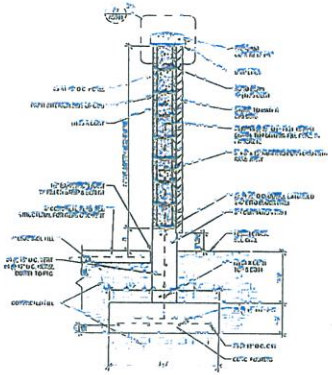


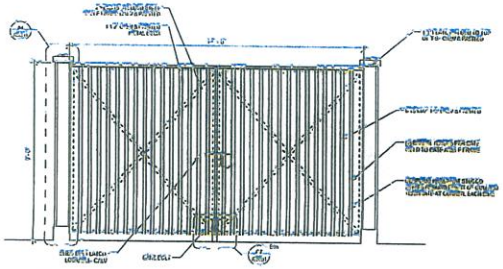


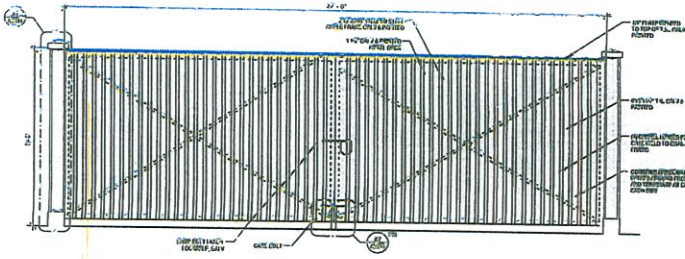













SUNTERRA SPRINGS - INDEPENDENCE
13209 E. 37TH TERRACE S.
INDEPENDENCE, MO 64057

BWA ARCHITECTS

AS501

Case 001-17: 5211 South Main Street – A request for a Site Plan Review for the construction of a skilled nursing facility – Ball Ventures.

Mr. Arnold Wolker with Powell CWM, 3200 South State Route 291, Independence MO 64057. They are the Civil Engineers for this project. Project is for a Skilled Nursing facility with 38 units. Basically, for people that might need a place to stay between the hospital and going home. This is the second of four that is being planned for the Missouri area. Independence, Joplin, O'Fallon, and Springfield. Best of my knowledge we have complied on our resubmittal with all the review comments from the previous submittal.

Mr. Duncan asked if there was going to be rehab or is it strictly skilled nursing? Mr. Wolker stated there would be rehab also.

Mr. Duncan asked if he knew if they had already applied for the Certificate of Need. Mr. Wolker did not know.

Mr. Duncan stated the way the building sits on the property, does the front door face the North or the South? Mr. Wolker stated if faces South and that is where the parking lot will be.

Mr. Duncan wanted to know if they owned the property all the way to the residential property. Mr. Wolker stated they only own what is in the teal colored lines on the map.

Ms. Cunningham stated that the woods area belongs to someone else.

Mr. Smith asked if there was anyone else to speak.

Mr. Gill Stephens, 23 Pheasant Run, Joplin, MO. He is the Real Estate Broker on part of this project. There were two sellers on this piece of property, the L shape property and then a 50-foot separation on the property lines which is for a road. A total of 13 acres and a remainder which is not in site plan box on the map, which is 11.75 acres. All property there is available and will be developed.

**MR. DERMOTT MOVED, SECONDED BY MS. BRUECKNER-SEARS, TO APPROVE CASE 001-17, SITE PLAN FOR THE SKILLED NURSING FACILITY. THE MOTION CARRIED, WITH MS. BRUECKNER-SEARS, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ, MR. BROWN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).**