COUNCIL AGENDA
Monday, February 5, 2018
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 Recognizing KGCS, MSSU's Television Station And Their Services For Communicating City Council Meetings, City Programs, And Events.

   2. Proclamation To Proclaim February 1-7, 2018 As Enrolled Agent Week In Missouri

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Larry Swinehart, PO Box 1134, Joplin, MO, Requests To Address Council Regarding Police Officer Retention.

7. **Public Hearings**

   1. Public Hearing Procedures

   2. COUNCIL BILL NO. 2018-251
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District R-3 property as described below and located at 1112 E. Second Street, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2018-251 MINUTES.PDF
      CB 2018-251 STAFF REPORT.PDF
      CB 2018-251 SUMMARY.PDF
      CB 2018-251.PDF

   3. RESOLUTION NO. 2018-004
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a group residential facility located at 1112 E. Second Street, in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2018-004 MINUTES.PDF
      RS 2018-004 SUMMARY.PDF
      RS 2018-004.PDF
      RS 2018-004 STAFF REPORT.PDF

8. **Consent Agenda**

1. Amended Minutes Of The January 2, 2018 City Council Meeting

   Documents:

   JAN 2 CITY COUNCIL MINUTES AMENDED.PDF

2. Minutes Of The January 16, 2018 City Council Meeting

   Documents:

   JAN 16 2018 AGN.PDF

3. COUNCIL BILL NO. 2018-400

   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

   Documents:

   CB2018-400.PDF

4. COUNCIL BILL NO. 2018-401

   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

   Documents:

   CB2018-401.PDF

5. COUNCIL BILL NO. 2018-402

   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri that pertains to 2016 CDBG grant funds; authorizing the City Manager or his designee, Director of Planning, Development & Neighborhood Services to execute same on behalf of the City.

   Documents:

   CB2018-402.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2018-016

   AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by repealing Section 90-144, Prohibited acts; enacting a new Section 90-144, Prohibited acts; and containing an emergency clause. **(Tabled at the January 16, 2018 City Council meeting**).

Documents:

CB2018-016.PDF

2. COUNCIL BILL NO. 2018-017
AN ORDINANCE approving a Lease Agreement by and between the City of Joplin, Missouri, a
Municipal Corporation, and Joplin Sports & Entertainment, LLC, a Missouri Limited Liability Company, dealing generally with the lease of the land and improvements of the Joe Becker Stadium to a minor league baseball team; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

Documents:

SUMMARY_CB2018-017_COJ AND JOPLIN SPORTS ENTERTAINMENT_LEASE AGREEMENT RE JOE BECKER STADIUM - SW LEAGUE.PDF
CB2018-017_JOPLIN SPORTS ENTERTAINMENT_LEASE AGREEMENT_JOE BECKER STADIUM_SWLEAGUE.PDF
JOE BECKER LEASE WITH JES CITY LEASE AGREEMENT FORM CLEAN 130 18.PDF

3. COUNCIL BILL NO. 2018-105

AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates Inc., in the not to exceed amount of Three Hundred Fifty-Five Thousand, Two Hundred Eighty-Eight Dollars ($355,288.00) for Professional Engineering Consulting Services for the I & I Reduction Program, and containing an emergency clause.

Documents:

EXHIBIT LARGE_DIAMETER_SEWERS_FINAL.PDF
COMPLETE WORK AUTHORIZATION AMA-I AND I.PDF
CB 2018-105 SUMMARY SHEET.PDF
CB 2018-105 IIRP-002.PDF

4. COUNCIL BILL NO. 2018-106

AN ORDINANCE approving a construction contract with Emery Sapp & Sons, Inc. for street resurfacing in the not to exceed amount of one million, seven hundred nineteen thousand, one hundred thirty four Dollars and fifty-nine cents ($1,719,134.59) for the 2018 Resurfacing project and containing an emergency clause.

Documents:

COUNCIL SUMMARY - RESURFACING 2018.PDF
CONTRACT.PDF
BASE BIDS.PDF
2018 PAVING PROGRAM MAP.PDF
2018 PAVING PROGRAM.PDF
CB 2018-106 RESURFACING 2018.PDF
CB 2018-106 RESURFACING 2018.PDF

5. COUNCIL BILL NO. 2018-351
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 located at 107 N. Byers. in the City of Joplin, Missouri, for Two Thousand Seven Hundred Eighty-Nine and 00/100 Dollars (2,789.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-351 BID.PDF
CB 2018-351 PICTURES.PDF
CB 2018-351 SUMMARY.PDF
CB 2018-351.PDF

6. COUNCIL BILL NO. 2018-352
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 located at 2215 S. Tyler. in the City of Joplin, Missouri, for One Thousand One Hundred Seventy-One and 00/100 Dollars ($1,171.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-352 BID.PDF
CB 2018-352 PICTURES.PDF
CB 2018-352 SUMMARY.PDF
CB 2018-352.PDF

7. COUNCIL BILL NO. 2018-403
AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #3 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed One Million, Nine Hundred Fifty Thousand, One Hundred Fifteen Dollars ($1,950,115) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause

Documents:

CB 2018-403 SUMMARY.PDF
PWC PS LLP WORK AUTHORIZATION 3.PDF
CB 2018-403.PDF

8. COUNCIL BILL NO. 2018-500
AN ORDINANCE approving an Addendum to Agreement to Transfer Repayment Rights by and between the City of Joplin and BBT Joplin, LLC for the 1717 Market Place Tax Increment Financing Plan; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-500 SUMMARY OF ADDENDUM TO AGREEMENT FOR 1717 MARKETPLACE TIF.PDF
CB 2018-500 ORDINANCE APPROVING ADDENDUM TO AGREEMENT TO

TRANSFER REPAYMENT RIGHTS FOR 1717 TIF.PDF
CB 2018-500 EXHIBIT A ADDENDUM TO AGREEMENT TO TRANSFER REPAYMENT RIGHTS JAN 2018.PDF

9. COUNCIL BILL NO. 2018-501
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

Documents:

CB 2018-501 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2018-501 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2018-501 SCHEDULE A BUDGET AMENDMENT JAN 2018.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2018-404
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Rosin Preservation, LLC; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB 2018-404 AGREEMENT.PDF
CB 2018-404.PDF
CB 2018-404 SUMMARY.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. News From The Public Information Office

2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; As Set Forth In Section 610.021(1) (3) 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.

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)

Case 001-18: 1112 E. Second Street – A request to rezone from R-2 (Two-Family Residential District) to R-3 (Apartment House District) for the operation of a group residential facility – Watered Gardens.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this case.

James Whitford, 215 E. 8th Street, Galena, MO, 65656. Requesting a zoning change on 1112 E. 2nd Street, the old Washington School building from R-2 to R-3.

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

Mr. Cortez has gone through the plans and sees what Mr. Whitford wants to do there, but the building is in rough shape. Is the plan to revamp the building?

Mr. Whitford stated they have put together some conceptional drawings and there is a lot to be done, but the building was donated to Water gardens. They do have money to start the work.

Mr. Cortez asked if he had bought drawings with him today.

Mr. Whitford stated they did and would passed them around so the commission could look at them.

Jim Moreland, 7316 River Rd., Joplin, MO., stated he had copies of the drawings and handed them to the Commission for their review.

Mr. Cortez stated he has one other question: "What do you think, considering everything go well with us and then with Council, your time frame will be for move in?"

Mr. Whitford stated that there is a lot of work that needs to be done. They will start operating out of this building in part not in full, so within 6 months they would have a few families in the building. This is a Family Ministry Center, eventually offering mothers with children, that don't have a place to go or a place to stay, the possibility of overnight stays. Which is really the reason for the zoning change. There will be six (6) family rooms on the main floor by splitting the classrooms. The building needs to be sprinkled and the asbestos needs to be removed from behind the ceiling tiles. There are several things that we need to take care of before bringing families in the building.

Mr. Ramsour wanted to know who the ministry is that is occupying the building now?

Mr. Whitford stated they just purchased the building and it was SOS Ministries. Mr. Whitford stated that he is allowing them to cook and serve on Sundays, which has been their primary service. He doesn't think they will be continuing from this point.

Mr. Ramsour asked how is this facility different to the facility on Kentucky?

Mr. Whitford stated that at 531 Kentucky Ave is Watered Gardens Gospel Rescue Mission, rescue relief operation. We do have another location on 15th Street which is a long-term program for men. We are going to take some of the components, i.e. GED software program, Classes,

Work readiness, aptitude testing, personality assessment, to the family center. We are not looking for a transient type of population. Mothers with children coming to the family center will be more of a transitional housing type operation, staying approximately 6 months to a year.

Mrs. Steele wanted to know how they are different from the Lafayette House.

Mr. Whitford stated that the Lafayette House is a drug/alcohol rehab center and a safe house. They have a very specific focus and function, which is necessary.

Mr. Duncan asked if the Center would have food services.

Mr. Whitford stated that it is interesting but it is a school with no kitchen. On old drawings, there was a kitchen. There is a stage which will be removed and a kitchen will be built in the multi-purpose room.

Mrs. Steele mentioned about funds. She also wanted to know if Water Gardens was privately having a fund drive.

Mr. Whitford stated that they had one and we had a good year end drive. This has been successful.

Anyone here who wishes to speak in favor of this case? There were none.

Anyone here to speak in opposition of this case.

Linda Mayo, 707 Pool, Joplin, MO. Mrs. Mayo stated that with listening to Mr. Whitford speak she received information that she was not aware of, so she is not necessarily against the center. She understood that the school was originally going to be a Community Center rather than a shelter. She has family that lives on School Street and close to the Boys and Girls Club. She stated there are a lot of kids in that neighborhood and was concerned that there would be trouble starting in the residential neighborhood.

Mr. Duncan stated she could speak to Mr. Whitford to receive more information. Anyone else that would like to speak against this case?

Kayla McCullum, 305 S Michigan, Joplin, MO. Mrs. McCullum came for more information and wanted to express similar concerns as Mrs. Mayo. She was familiar with what SOS was doing and she has a young daughter. Her concerns were for the children and what precautions would be in place if it moved forward.

Mrs. Steele stated that on the Rezoning application it did say for "moms and kids".

Mrs. McCullum stated she understood that now, but she would still like to know about precautions. Just because men don't live there doesn't mean that men won't show up there for various reasons.

Mr. Ramsour asked Mr. Whitford if he will allow an entrance off 2nd Street to the building.

Mr. Duncan asked if that question could hold until the next case, Special Use Permit.

Mr. Ramsour stated it could.

Mr. Duncan asked if there was anyone else to speak against this case? (There were not.) Mr. Duncan Closed the Public Hearing.

MR. CORTEZ MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 001-18 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR THE REZONING FROM R-2 (TWO-FAMILY RESIDENTIAL DISTRICT) TO R-3 (APARTMENT HOUSE DISTRICT) FOR THE OPERATION OF A GROUP RESIDENTIAL FACILITY. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 1 ABSENT).

Z&P Meeting: January 8, 2018
City Council Meeting: February 5, 2018

STAFF PLANNING REPORT
Rezoning

CASE 001-18 A request to rezone from R-2 (Two-Family Residential) to R-3 (Apartment House District) for use as a group residential facility.

LOCATION 1112 E. 2nd Street

APPLICANT Watered Gardens Gospel Rescue Mission

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Sunday Gathering and Feeding	1 City Block

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	M-2	R-3/M-2
Land Use	Two-Family Residential	Two-Family Residential	Joplin Supply	Crosslines Church

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies this lot as Two-Family Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
2nd Street	Secondary	50'
School Avenue	Secondary	50'
Michigan Avenue	Secondary	50'
Jasper Street	Secondary	50'

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

No. The zoning is different from what is shown on the Future Land Use Map. However, the lots to the West (across School Avenue) are already shown to be zoned R-3 (Apartment House District). For this reason, staff does not find the rezoning of this lot to be so inconsistent with the Comprehensive Plan as to prevent rezoning.

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

Currently, this site is zoned R-2, and does not accommodate for the use of a Group Residential Facility.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change has a potential to affect nearby property because the lot would become a multi-family residential use. There will be a higher density of individuals utilizing the lot. There will also be a higher rate of pedestrian traffic in the surrounding area.

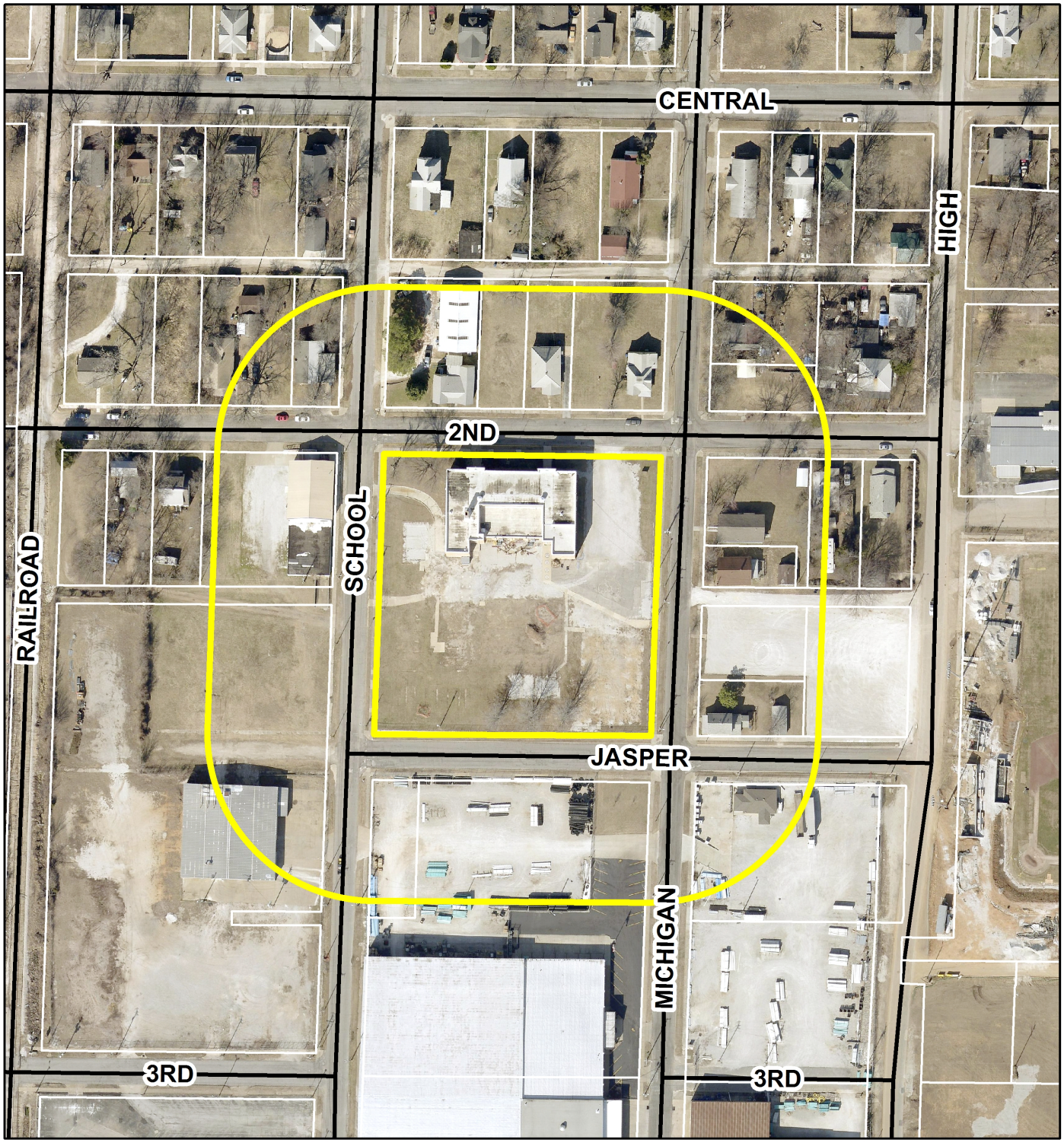
DISCUSSION

This property consists of one city block that was formerly Washington Elementary School. The property is currently being used for church services on Sunday afternoons. Watered Gardens Gospel Rescue Mission hopes to use the facility as their Family Training and Ministry Center which can offer temporary housing for displaced families. It will be used as a Group Residential facility. This means that groups of more than 5 individuals may utilize the facility on a weekly or longer basis.

Staff recommends approval of Case 001-18.

ATTACHMENTS

- Application



Case 001-18: A parcel located on the Southwest corner of 2nd Street and Michigan Street.
-- A request to rezone parcel from Two-Family Residential (R-2) to Apartment House District (R-3).

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 5, 2018

Item: COUNCIL BILL NO. 2018-251
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-251
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1-8-18

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

SUMMARY/REQUEST:
Case 001-18: A request to rezone from R-2 (Two-Family Residential) to R-3 (Apartment House District) for use as a group residential facility – Watered Gardens.

STAFF SUMMARY:
This property consists of one city block that was formerly Washington Elementary School. The property is currently being used for church services on Sunday afternoons. Watered Gardens Gospel Rescue Mission hopes to use the facility as their Family Training and Ministry Center which can offer temporary housing for displaced families. It will be used as a Group Residential facility. This means that groups of more than 5 individuals may utilize the facility on a weekly or longer basis

Staff recommends approval of Case 001-18.

PLANNING & ZONING COMMISSION TESTIMONY:
James Whitford, 215 E. 8th Street, Galena, MO, 65656. Requesting a zoning change on 1112 E. 2nd Street, the old Washington School building from R-2 to R-3.

Mr. Cortez has gone through the plans and sees what Mr. Whitford wants to do there, but the building is in rough shape. Is the plan to revamp the building?

Mr. Whitford stated they have put together some conceptional drawings and there is a lot to be done, but the building was donated to Water gardens. They do have money to start the work.

Mr. Cortez stated he has one other question: "What do you think, considering everything go well with us and then with Council, your time frame will be for move in?"
Mr. Whitford stated that there is a lot of work that needs to be done. They will start operating out of this building in part not in full, so within 6 months they would have a few families in the

building. This is a Family Ministry Center, eventually offering mothers with children, that don't have a place to go or a place to stay, the possibility of overnight stays. Which is really the reason for the zoning change. There will be six (6) family rooms on the main floor by splitting the classrooms. The building needs to be sprinkled and the asbestos needs to be removed from behind the ceiling tiles. There are several things that we need to take care of before bringing families in the building. Mr. Whitford also stated that at 531 Kentucky Ave is Watered Gardens Gospel Rescue Mission, rescue relief operation. We do have another location on 15th Street which is a long-term program for men. We are going to take some of the components, i.e. GED software program, Classes, Work readiness, aptitude testing, personality assessment, to the family center. We are not looking for a transient type of population. Mothers with children coming to the family center will be more of a transitional housing type operation, staying approximately 6 months to a year.

Mrs. Steele mentioned about funds. She also wanted to know if Water Gardens was privately having a fund drive.

Mr. Whitford stated that they had one and we had a good year end drive. This has been successful.

PUBLIC COMMENT:
Linda Mayo, 707 Pool, Joplin, MO. Mrs. Mayo stated that with listening to Mr. Whitford speak she received information that she was not aware of, so she is not necessarily against the center. She understood that the school was originally going to be a Community Center rather than a shelter. She has family that lives on School Street and close to the Boys and Girls Club. She stated there are a lot of kids in that neighborhood and was concerned that there would be trouble starting in the residential neighborhood.

Mr. Duncan stated she could speak to Mr. Whitford to receive more information. Anyone else that would like to speak against this case?

Kayla McCullum, 305 S Michigan, Joplin, MO. Mrs. McCullum came for more information and wanted to express similar concerns as Mrs. Mayo. She was familiar with what SOS was doing and she has a young daughter. Her concerns were for the children and what precautions would be in place if it moved forward.

P & Z Case 001-18

Watered Gardens
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-251 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District R-3 property as described below and located at 1112 E. Second Street, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-2 and including same in District R-3:

EAST JOPLIN 2ND BLK 54 SECTION 2, TOWNSHIP 27, RANGE 33, LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 002-18: 1112 E. Second Street – A request for a Special Use Permit (1st Request) for the operation of a group residential facility – Watered Gardens.

Anyone who would like to speak in favor of this case.

James Whitford, 215 E. 8th Street, Galena, MO, 65656. Currently, R-3 zoning would allow for overnight for eight people. If you're going to house several families, it would require a special use permit. Security is very important, motion sensors, camera are a necessity. There will be maglock doors and a single point of entry with a check in counter.

Mrs. Koelkebeck had a question about the two-year statement for the special use permit.

Mr. Bolander responded that typically with a 1st request special use permit it is for two years. The Commission has the authority to make it longer or shorter. The Commission and City Council can put an expiration date or make it permanent. They still must meet the requirements of the Special Use Permit even when it is permanent. We have issued permanent permits due to investments, but they still must follow requirements and conditions.

Mr. Duncan stated that on an operation like Watered Gardens, two-years is good length of time because you want to ensure things go well. The purpose of the Special Use Permit is to reevaluate in case there is an issue. We have some situations that we need this permit along with the rezoning because of the nature of the group home. I would ask the Commission for a recommendation on the length of the permit.

Mr. Ramsour stated that if they do everything they are expected to do, in terms of being a good neighbor and running a good operation, them they would probably have no issues having it renewed for another period or permanently.

Mr. Whitford asked if the Commission can revoke a special use permit?

Mr. Bolander stated that this Commission and the City Council has the ability to revoke a Special Use Permit if the conditions are not met.

Mr. Whitford asked the Commissioners to take into consideration of making the Special Use Permit permanent. If our board does not meet the conditions and the permit needs to be revoked, then it will be revoked.

Mrs. Steele mentioned that the application states the facility will be for women and children, is what we are passing or approving to forward to City Council?

Mr. Bolander stated no. It should be written in the conditions, not necessarily what is on the application. If you would want to add that condition you would have to amend it and then approve it.

Mr. Ramsour mentioned that Staff recommends approval for a two-year permit, what does Staff recommend for a permanent permit?

Mr. Bolander stated for Mr. Whitford to get investors in the project, they want to make sure that the permit not be expired in two years. There is always a risk of something going wrong, but that is in the conditions which protects the neighborhood and the operation. Even though it is permanent and they don't follow the conditions it can be revoked.

Mrs. Steele wanted to know if the restriction made for just women and children, then the Water Gardens Board decides they want to add families. Do they come back to this Commission and then say yes or no?

Mr. Whitford stated that he didn't foresee that in the future because we don't think it is a good idea for men to be sheltered close to women. This focus is going to be on moms and kids.

Mr. Cortez thanked Mr. Whitford for his work and his commitment. Mr. Cortez stated that he is all for modifying the Special Use Permit to permanent status for this project.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 002-18.

Mr. Duncan ask for discussion.

Mrs. Koelkebeck asked if that is with the added condition of women and children only? If not, then she wanted to discuss adding that condition into the Special Use Permit for women and children only.

Mrs. Steele asked if we did that as one or two separate votes to add the conditions?

Mr. Bolander stated that they could do that as one vote. Mr. Cortez should amend his motion and include the conditions of permanent status and women and children only.

Mr. Cortez amended his motion to indicate that the Special Use Permit be restricted to women and children only and permanent status.

Mr. Whitford state that a lot is going to happen at the Ministry Center. Overnight sheltering, women and children, but there is a possibility of having a husband, a brother, a family member visit during the day and comes into the center. We are not saying there will not be a male over the age of 18 on the property by saying we are not sheltering men. He added that he envisions the possibility of a family, a married couple that lives on sight to assist with operating the facility.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 002-18, SPECIAL USE PERMIT (1ST REQUEST) WITH CONDITIONS BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 5, 2018

Item: RESOLUTION NO. 2018-004
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2018-004
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 01/8/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 1 Absent.

SUMMARY/REQUEST:
Case 002-18: 1112 E. Second Street - A request for a Special Use Permit (1st Request) for the operation of a group residential facility – Watered Gardens.

STAFF SUMMARY:
The applicant is requesting a Special Use Permit to operate a group residential facility at 1112 E. Second Street.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Watered Gardens for the operation of a group residential facility at 1112 E. Second Street.
2. The permit shall be permanent.
3. This facility will be for Mothers and Children only.
4. The compliance with all provisions of the Fire/Safety codes.
5. The operator of the facility located at 1112 E. Second Street shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 002-18.

PLANNING & ZONING COMMISSION TESTIMONY:
This property consists of one city block that was formerly Washington Elementary School. The property is currently being used for church services on Sunday afternoons. Watered Gardens Gospel Rescue Mission hopes to use the facility as their Family Training and Ministry Center

which can offer temporary housing for displaced families. A Special Use Permit is required for 'Group Residential' functions. This means that groups of more than 5 individuals may utilize the facility on a weekly or longer basis.

PUBLIC COMMENT:
James Whitford, 215 E. 8th Street, Galena, MO, 65656. Currently, R-3 zoning would allow for overnight for eight people. If you're going to house several families, it would require a special use permit. Security is very important, motion sensors, camera are a necessity. There will be maglock doors and a single point of entry with a check in counter.

P & Z Case 002-18
Watered Gardens
(P & Z Recommended Approval)

RESOLUTION NO. 2018-004

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a group residential facility located at 1112 E. Second Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on February 5, 2018, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Watered Gardens for the operation of a group residential facility located in the City of Joplin, Missouri, on the following described real estate, to-wit:

EAST JOPLIN 2ND BLK 54 SECTION 2, TOWNSHIP 27, RANGE 33, LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Watered Gardens located at 1112 E. Second Street.
2. The permit shall be permanent.
3. This facility will be for Mothers and Children only.
4. The compliance with all provisions of the Fire/Safety codes.
5. The operator of the facility located at 1112 E 2nd Street shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
6. All regulations as stated in Appendix 29-A (Zoning Code), and more specifically Article 19 (Off-Street Parking and Loading Regulations), of the Joplin Municipal Code shall be followed always.
7. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Watered Gardens.

The City Clerk is hereby ordered to file this Resolution with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2018.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 8, 2018
City Council Meeting: February 5, 2018

STAFF PLANNING REPORT
Special Use Permit

CASE 002-18 A request for a Special Use Permit (1st Request) for the operation of a group residential facility.

LOCATION 1112 E. 2nd Street

APPLICANT Watered Gardens Gospel Rescue Mission

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Church Services	1 City Block

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	M-2	R-3/M-2
Land Use	Two-Family Residential	Two-Family Residential	Joplin Supply	Church/Crosslines

TRANSPORTATION

Streets with access	Classification	Right-of-way width
2nd Street	Secondary	50’
School Avenue	Secondary	50’
Michigan Avenue	Secondary	50’
Jasper Street	Secondary	50’

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

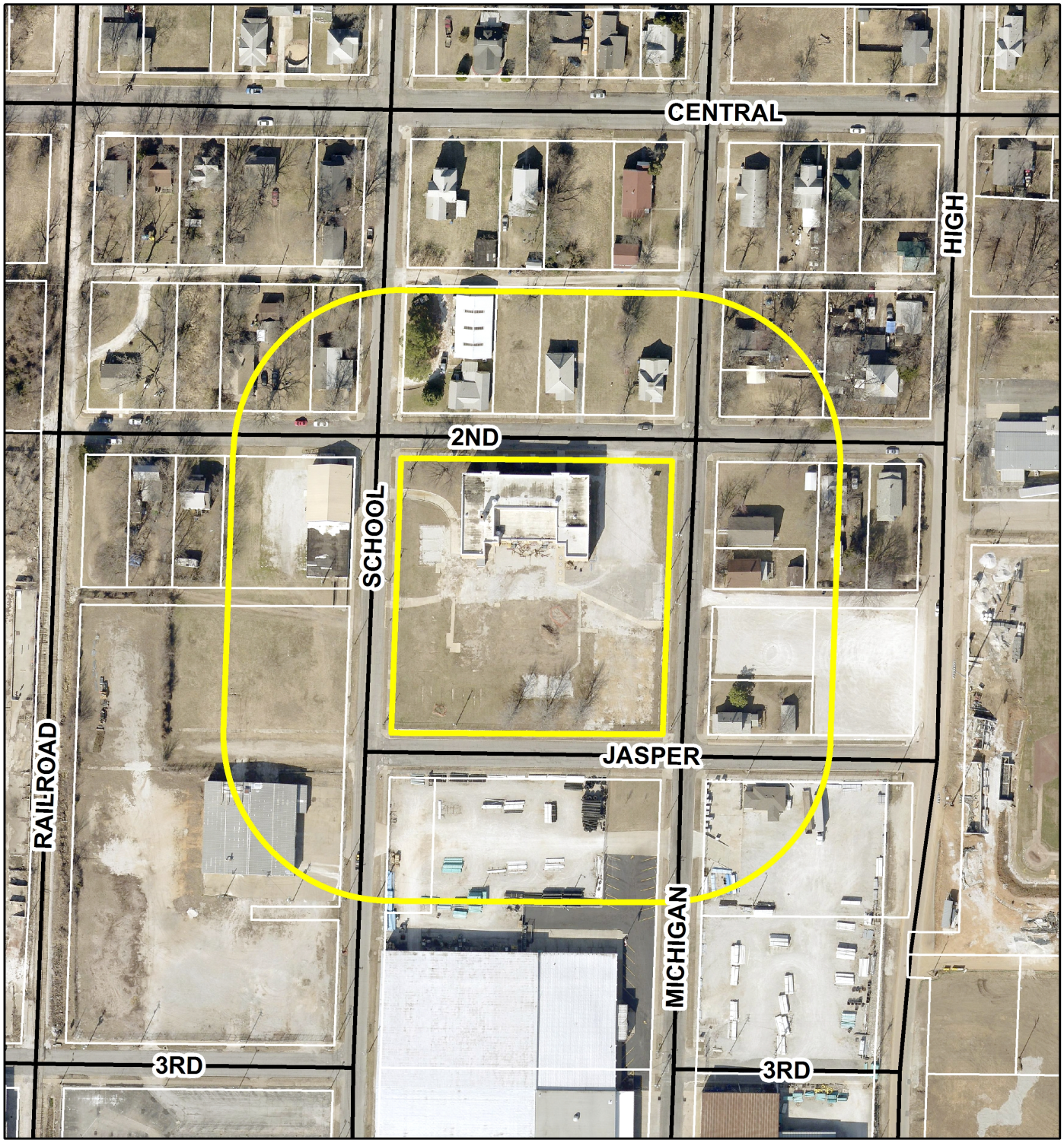
DISCUSSION

This property consists of one city block that was formerly Washington Elementary School. The property is currently being used for church services on Sunday afternoons. Watered Gardens Gospel Rescue Mission hopes to use the facility as their Family Training and Ministry Center which can offer temporary housing for displaced families. A Special Use Permit is required for 'Group Residential' functions. This means that groups of more than 5 individuals may utilize the facility on a weekly or longer basis.

CONDITIONS

1. This Special Use Permit is issued to Watered Gardens for the operation of a group residential facility and shelter at 1112 E 2nd Street.
2. This permit shall be eligible for two (2) years, renewable in March 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. The operator of the facility located at 1112 E 2nd Street shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 002-18.



Case 002-18: A parcel located on the Southwest corner of 2nd Street and Michigan Street.
-- A request for a Special Use Permit to use the property as Group Residential

N

CITY OF JOPLIN
CITY COUNCIL MEETING
AMENDED MINUTES January 2, 2018

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 was led by Mr. West.

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

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Barbara Watters, 2602 Vermont Ave. Joplin, MO submitted a request shortly before tonight's meeting to address the council regarding public safety. Motion by Mr. West, second by Mrs. Colbert-Kean to allow Mrs. Watters to speak.

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Stanley, second by Mr. Shaw, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the December 18, 2017 City Council Meeting

RESOLUTIONS
Mr. West introduced RESOLUTION NO. 2018-001 - A RESOLUTION recognizing Barbara L. Hogelin upon her retirement from active service as City Clerk for the City of Joplin. Motion by Mr. West, second by Mrs. Colbert-Kean that Resolution No. 2018-001 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nay: 0.

ORDINANCES-EMERGENCY

Mr. Stanley introduced COUNCIL BILL NO. 2018 - 100 - AN ORDINANCE approving Work Authorization with Burns and McDonnell Engineering Inc. in the not to exceed amount of One Hundred Ninety Four Thousand, One Hundred Seventy and No/100 Dollars ($194,170.00) for engineering services associated with the Engineering Services Design, Bidding and Pre-construction Management for the Installation of a Parallel Force Main from Fillmore Bridge Lift Station to the Gravity line on Apricot road; authorizing the City Manager to execute and containing an emergency clause. Motion by Mr. Stanley second by Mr. Shaw that Council Bill No. 2018-100 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-001.**

ORDINANCES – FIRST READING

Mr. Stinnett introduced COUNCIL BILL NO. 2018 - 015 - AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by repealing Section 42-35 subsections (f) and (i). Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2018-015 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The council bill was read as Council Bill No. 2018-015.

Mr. West introduced COUNCIL BILL NO. 2018 - 250 - AN ORDINANCE establishing grades and accepting the Plat of KUM AND GO Addition located Southwest Corner of Glendale Avenue and Main Street, in the City of Joplin, Newton County, Missouri. Motion by Mr. West, second by Mrs. Lewis that Council Bill No. 2018-250 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The council bill was read as Council Bill No. 2018-250.

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

CASE 037-17 SITE PLAN - 2015 East 32nd Street (vacant lot located west of 2023 East 32nd Street) – A request to review the Site Plan for a fast food restaurant – Recycling Design & Consulting. Troy presented this item for approval of a new Dairy Queen restaurant. The site plan is located in a C3-PD district, which requires the council's approval before submitting for a building permit. The site plan meets all the requirements of the code as far as off-street parking, landscaping, ingress and egress. Staff recommends approval of the site plan. Motion by Mr. Stinnett, second by Mr. Shaw to approve this site plan. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0

News from the PIO

Lynn Onstot, PIO, congratulated retiring City Clerk Barbara Hogelin and stated it has been a pleasure working with her.

Now that Christmas is over, the trees are coming down! Residents are welcome to discard their natural (live) Christmas trees at one of three collection points. Once that all decorations have been removed, trees can be placed near the "Christmas Tree" drop-off sign posted at one of these locations: Humphrey Park on Utica Street in the Royal Heights area; the parking lot on the SW corner in McIndoe Park at Glendale Road and Jackson Avenue; and the Public Works Center at 1301 West 2nd Street. This drop off option is available to residents through January 31.

We also remind them that the Recycling Center accepts many of the holiday items they may be discarding. Gift wrapping, paper boxes, greeting cards, and clean packing materials such as peanuts and bubble wrap can all be dropped off there. The Recycling Center is located at 1310 West A Street and is open on Tuesday and Thursday from Noon to 6 p.m., and Wednesday, Friday and Saturday from 9 a.m. to 3 p.m.

If citizens are interested in public safety, the Joplin Police Department has announced its upcoming Citizens Academy starts February 1st. This free 14-week program provides an interactive and behind-the-scenes look at law enforcement. The Police Academy is held from 6:30 pm to 9 p.m. every Thursday through May 3. Topics covered will include investigations of crime scenes, narcotics, child abuse, and traffic accidents. Officers will also focus on SWAT operations and equipment, use of force tactics, building clearing, DWI enforcement, and an introduction to the K9 unit. Interested persons should contact Officer Lacey Baxter at 417-623-3131. Applications are on the Police Department's website, or can be picked up at the front desk of the Joplin Police Department at 303 E 3rd St.

Mayor Seibert thanked all the groups and organizations in our community that reached out over the holidays to those in our community who are struggling. Mr. Seibert stated he was overwhelmed and very impressed with the list of entities which included, Shop With A Cop; Christmas for Kids; Empire's Elf Program; Crosslines coordinated with many churches to distribute food, clothing and gifts; Salvation Army Red Kettle Campaign; Friends of the Humane Society; Toys for Tots; KOAM Toy Collection (29th year); Community Church's annual Christmas Day meal; Zimmer Radio Group toy and monetary donations'; Kids for Peace (donated scarves for Chase the Chill). This is by no means the complete list so if you know an organization, agency, church, school, group, individual, etc. who has provided assistance this holiday season please send their name and program description to the City's Public Information Officer Lynn Onstot at lonstot@joplinmo.org or by calling 417-624-0820, ext. 204.

There being no further business, the meeting was adjourned at 6:40 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

C O U N C I L A G E N D A
January 16, 2018
6:00 P.M., Council Chambers

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

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications
Semi-Annual Report on Capital Improvements and Public Safety Sales Tax Oversight Committee, presented by Chairman Chris Churchwell.

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1. Minutes of the January 2, 2018 Council Meeting

2.COUNCIL BILL NO. 2018 - 015 - AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by repealing Section 42-35 subsections (f) and (i).

3.COUNCIL BILL NO. 2018 - 250 - AN ORDINANCE establishing grades and accepting the Plat of KUM AND GO Addition located Southwest Corner of Glendale Avenue and Main Street, in the City of Joplin, Newton County, Missouri.

9. Resolutions
1. RESOLUTION NO. 2018-002 – A RESOLUTUION recognizing Sharon Shackelford upon her retirement from active service as the IT Analyst within the City of Joplin's Information Technology Department

2. RESOLUTION NO. 2018-003 - A RESOLUTION recognizing Linda Foulks upon her retirement from active service as Accounting Specialist in the Finance Department of the City of Joplin, Missouri.

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.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2018-016 - AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by repealing Section 90-144, Prohibited acts; enacting a new Section 90-144, Prohibited acts; and containing an emergency clause.

2. COUNCIL BILL NO. 2018-101 - AN ORDINANCE approving Work Authorization with Allgeier, Martin, and Associates Inc. in the not to exceed amount of One Hundred Sixty-Four Thousand, Three Hundred Fifty Two and No/100 Dollars ($164,352.00) for engineering services associated with the Engineering Services Design, Bidding and Construction Management for the Installation of a Screw Pump at the Turkey Creek Waste Water Treatment Facility; authorizing the City Manager to execute and containing an emergency clause.

3. COUNCIL BILL NO. 2018-102 – AN ORDINANCE approving Work Authorization Amendment 1 with Joplin Joint Engineering Team in the not to exceed amount of One Hundred and Twelve Thousand Five Hundred Ninety-Two and No/100 Dollars ($112,592.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause.

4. COUNCIL BILL NO. 2018-103 - AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing, Inc. for the construction of the Surface 4010 Project, in the amount of Two Million, Three Hundred Thirty-Three Thousand, Eight Hundred Forty-Three and 09/100 Dollars ($2,333,843.09); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause

5. COUNCIL BILL NO. 2018-104 - AN ORDINANCE approving Amendment Five to the Work Authorization No. JCB DR2 PAP 3-1 between the City of Joplin and Jacobs Engineering, in the not to exceed amount of Thirty-Six Thousand Seven Hundred Forty-Seven and No/100 Dollars ($36,747.00) for Professional Engineering Consulting Services for Sidewalk Design, Curb & Gutter, and Storm Water Projects in the Recovery Area; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2018-400 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

2. COUNCIL BILL NO. 2018-401 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City

3. COUNCIL BILL NO. 2018-402 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri that pertains to 2016 CDBG grant funds; authorizing the City Manager or his designee, Director of Planning, Development & Neighborhood Services to execute same on behalf of the City.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business
1. News from the PIO

Notice posted at 12:00 pm. on this the 11th day of January 2018. (RSMo 610.020)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018

Item: Council Bill No. 2018-400
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2017 Public Service Agreement
3) Council Bill No 2018-400

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2017 Community Development Block Grant funds.

DISCUSSION:

The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness.

The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B17MC290008. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2017 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2017 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2018 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2017 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Callie Lankford	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2018 and end on the 30th day of June of 2019.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-17-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Callie Lankford
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to

displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the

basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that

provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2018

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Callie Lankford, Catholic Charities

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ Amy Roethemeier _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2018-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2017 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018

Item: Council Bill No. 2018-401
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2017 Public Service Agreement
3) Council Bill No 2018-401

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and Economic Security Corporation for 2017 Community Development Block Grant funds.

DISCUSSION:

The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system.

The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. This Council Bill provides Twenty Five Thousand Dollars and Zero Cents ($25,000.00) from Community Development Block Grant B17MC290008. The funds will be used to pay for personnel and office expenses.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2017 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2017 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2018 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2017 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Tammy Walker	Oversight and Reporting	N/A
Shonna Grenninger	Housing Resource Coordinator	

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2018 and end on the 31st day of December of 2018.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-17-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($25,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Twenty Five Thousand Dollars and no cents $ 25,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and

local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or

have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and

24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2017

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ John Joines _____ and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2018-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2017 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018

Item: Council Bill No. 2018-402
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2016 CDBG Recipient Agreement
2) Council Bill No 2018-402

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and Legal Aid of Western Missouri for 2016 Community Development Block Grant funds.

DISCUSSION:

The Abandoned Housing Act (S.B. 376, *amended* S.B. 513, *et al.*) allows for not-for-profit organizations to file with the respective circuit court to clean and ultimately retain title of abandoned properties, abandoned being defined by state statute. This act has been well used, in terms of successful implementation and improvement of neighborhood health, in other jurisdictions within the state of Missouri.

Quite Title Action (RS MO Section 527.150) allows for the confirmation of ownership following tax sale or any property with uncertain receivership. The City of Joplin currently holds sixty-three properties deeded by Jasper County or other parties that titles are not "clean."

The attached agreement is funding for a pilot program, in which, Legal Aid of Western Missouri will provide Abandoned Housing Act and Quite Title Action legal services for non-profit affordable housing developers. This Council Bill provides Ten Thousand Dollars and Zero Cents ($10,000.00) from Community Development Block Grant B16MC290008. The funds will be used to subsidize soft-costs for the provision of affordable housing, and familiarize area affordable housing providers with these legal tools for future implementation.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2016 Action Plan.

Staff recommends approval of the agreement.

CDBG RECIPIENT AGREEMENT BETWEEN THE CITY OF JOPLIN AND LEGAL AID OF WESTERN MISSOURI FOR 2016 CDBG PROGRAM YEAR

THIS AGREEMENT, made and entered into as of the date on the signature page, by and between the CITY OF JOPLIN, hereinafter referred to as "CITY," and LEGAL AID OF WESTERN MISSOURI, hereinafter referred to as "LEGAL AID."

WITNESSETH;

That in consideration of the covenants and agreements contained herein, the CITY agrees to subsidize the cost of the completion of two Abandoned Housing and Clean Title Projects, which provides legal services to acquire clear title and/or possession for those properties for its partners who will rehabilitate them and turn them into high quality housing. The total subsidy is not to exceed Ten Thousand Dollars ($10,000.00).

LEGAL AID, in consideration of mutual covenants and agreements contained herein, agrees to provide the following services for CITY:

SECTION 1. DESCRIPTION OF WORK:

1.1 The Abandoned Housing and Clean Title Project will identify abandoned properties that can be rehabbed and will take legal action to acquire clear title and/or possession of those properties for its partners who will rehab them and turn them into high quality housing. LEGAL AID's attorneys will complete the legal work for two Abandoned Housing and/or Clean Title Projects for the sum of $10,000.

1.2 Only those properties within the boundaries of the City of Joplin, Missouri will be eligible for the Abandoned Housing and Clean Title Project.

1.3 LEGAL AID and its partner organization shall determine and document the eligibility of each property under this contract.

1.4 The services to be performed pursuant to this Contract shall terminate and no financial commitment shall be made by LEGAL AID that extends beyond one year from the date of this contract.

1.5 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

SECTION 2. BUDGET AND USE OF FUNDS:

2.1 LEGAL AID will utilize the CDBG funds. The source of CDBG funds come from Grant B16MC290008. LEGAL AID will utilize the CDBG funds for its Abandoned Housing and Clean Title Project by billing only direct service time it provides performing the tasks required for this program, with costs and billing to be handled on a "purchase of service" basis. Billable work under this contract will include the recruiting, training, collaboration with and oversight of project partners, including but not limited to not-for-profit organizations that have an ownership interest or are seeking an ownership interest in abandoned or blighted properties, and contractors and others who may do actual rehabilitation work on property.

2.2 LEGAL AID states the present charge for its legal services is as follows: $10,000 for the legal services to complete two Abandoned Housing Act cases.

2.3 LEGAL AID understands and agrees that receipt of said funds is conditioned upon LEGAL AID's compliance with 24 CFR Part 570, "Community Development Block Grants; Final Rule," a copy of which has been provided to LEGAL AID and is on file in the Office of the City Clerk and is incorporated herein by reference as part of this Contract.

2.4 LEGAL AID further understands and agrees that no funds herein shall be authorized to assist ineligible activities described in 24 CFR Part 570.207(a).

2.5 LEGAL AID further understand and agrees that all activities funded with CDBG funds must meet one of the CDBG programs's National Objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2.6 LEGAL AID further understands and agrees that the activities carried out under this AGREEMENT will meet an activity directly benefiting low and moderate income homeownership as described in 570.201(n).

2.7 LEGAL AID understands and further agrees that Community Development Block Grant funds are NOT to be used for the purpose of fund raising activities, including the purchase of prizes, supplies, printing expenses, or other expenses which are for the direct or indirect use of fund raising activities.

2.8 LEGAL AID further understands and agrees that Community Development Block Grant funds are NOT to be used for gratuitous expenses or bonuses, i.e., employee Christmas bonuses.

SECTION 3. PERFORMANCE REPORTS AND REPORTING REQUIREMENTS:

3.1 CITY, however, reserves the right to request additional information as may be necessary and LEGAL AID further agrees to provide the Planning and Community Development Department with such additional information as may be required for the

City to comply with its sub-grantee monitoring requirements for HUD purposes unless providing this information would violate Legal Aid's ethical obligation to preserve the confidentiality of its communications with its clients or any other legal obligation of Legal Aid.

3.2 LEGAL AID agrees to retain all information pertaining to the CDBG funded activity for a period of five years.

3.3 CITY OF JOPLIN agrees that the CDBG program's National Objective will be documented with data collected during the acquisition and rehabilitation process.

SECTION 4. PROHIBITION OF RELIGIOUS INFLUENCES:

4.1 LEGAL AID agrees to conduct its CDBG funded services in a manner that is free from religious influences and in accordance with the following principles:

a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b) It will not discriminate against any person applying for emergency assistance on the basis of religion and will not limit such activities or give preference to persons on the basis of religion; and

c) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of counseling services provided under this contract.

SECTION 5. EQUAL EMPLOYMENT OPPORTUNITIES:

5.1 LEGAL AID gives assurance and understands that this contract is awarded in reliance on such assurance that LEGAL AID will not unlawfully exclude persons from services or employment under this contract on the basis of sex, race, color, religion, national origin, age, handicap or veteran status.

5.2 LEGAL AID agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin; and shall take affirmative action to insure that applicants for employment and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship; shall post in

conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause; and shall agree that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

5.3 LEGAL AID further agrees to provide to CITY, data on employees in each of the recipient's programs funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and provide to CITY documentation of any actions undertaken to assure equal employment opportunities are provided to all persons regardless of race, color, national origin, sex or handicap in agency's CDBG assisted programs.

SECTION 6. PROVISIONS OF AGREEMENT:

6.1 LEGAL AID agrees to conduct its Community Development Block Grant (CDBG) funded activity or service in compliance with 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and to comply with the requirements and standards of the following regulations, a copy of which has been provided to LEGAL AID and is on file in the office of the City Clerk and the Department of Planning and Community Development and is incorporated herein by reference as part of this contract:

- OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments." This circular establishes principles and standards for determining allowable costs under federal grants.

- OMB Circular A-122 "Cost Principles for Non-Profit Organizations." This circular establishes principles for determining allowable costs under grants, contracts and other agreements with non-profit organizations.

- OMB Circular A-133 "Audits of Institutions of States, Local Governments and Non-profit Institutions"

- Specific provisions of 24 CFR Part 84. These regulations set forth uniform requirements for non-profit organizations, including financial management systems, property standards, procurement standards, reporting and recordkeeping. These regulations also implement OMB Circular A-110.

6.2 *Provide Opportunities for Local Businesses, Residents, and Low Income Persons*: LEGAL AID agrees to provide opportunities for local businesses, residents, and low income persons through compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and further agrees to include the Section 3 requirements in all contracts and subcontracts for work or services assisted in full or in part with CDBG funds. These requirements are expressly set out in Exhibits 1 and 2, which are by this reference incorporated herein as part of the contract. LEGAL AID further agrees to provide CITY documentation of its

actions undertaken to meet the requirements of Section 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate- income persons and the use of local businesses.

6.3 *Environmental Review of Record:* The CITY OF JOPLIN(Responsible Entity) has completed an Environmental Review of Record(ERR) and the CITY OF JOPLIN(Responsible Entity) shall maintain the ERR, as required by HUD.

6.4 *Non-Discrimination:* LEGAL AID agrees to comply with the terms and conditions relating to compliance with Title VI of the Civil Rights Act of 1964, and HUD regulations with respect thereto, which provide that no person shall be excluded from participation, denied benefits or be subjected to discrimination on the grounds of age, race, religion, creed, color, sex, national origin, ancestry or disability under any program or activity receiving Federal financial assistance. LEGAL AID further agrees to require all its contractors and subcontractors to comply with this Act which prohibit unfair or discriminatory employment practices.

6.5 *Non-Discrimination Based on Handicap*: LEGAL AID agrees to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112) as amended, referring to nondiscrimination based on handicap.

6.6 *Drug Free Workplace*: LEGAL AID agrees to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), and certifies it will adhere to the requirements of said Act, by executing and filing with CITY a "Certification Regarding Drug-Free Workplace Requirements", a copy of which is attached hereto and made a part of this contract. LEGAL AID further agrees that the requirements of the Drug-Free Workplace Act will be initiated within thirty days after execution of this Contract and CITY will be notified in writing accordingly.

SECTION 7. RECORDS REQUIRED WHEN EQUIPMENT IS ACQUIRED WITH FEDERAL FUNDS:

7.1 LEGAL AID agrees to maintain property records on any equipment (including replacement equipment) acquired in whole or in part with CDBG funds. Property records must include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of CDBG participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A copy of the property record shall be provided to CITY.

7.2 LEGAL AID further agrees to conduct annually a physical inventory of the property and reconcile the results of the inventory with the property records, and develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property,

and agree to investigate and report any loss, damage or theft to CITY in accordance with 24 CFR 85.32.

SECTION 8. AUDIT REQUIREMENTS:

8.1 LEGAL AID agrees to comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and, if required by the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), LEGAL AID will provide the CITY with a complete audit of its expenses for the term of this contract, if required by the Single Audit Act.

8.2 LEGAL AID further agrees to make all records concerning expenditures and services funded by CDBG available at all times to the CITY for the term of this contract and allow the CITY to conduct routine monitoring and reviews of internal control and actual expenditures unless providing this information would violate Legal Aid's ethical obligation to preserve the confidentiality of its communications with its clients or any other legal obligation of Legal Aid.

.

SECTION 9. MUTUAL AGREEMENTS:

9.1 LEGAL AID agrees to indemnify, defend, and hold harmless the CITY, its officials, employees and agents from any and all loss, liability, or damage as a result of claims, demands, costs, or judgments of whatever nature made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this contract.

9.2 LEGAL AID agrees to abide by all federal, state, and local laws, rules, regulations, and ordinances which may now or hereafter be in effect, applicable to providing services under this contract, and LEGAL AID agrees to indemnify, defend and hold harmless the CITY, its officials, employees, and agents from any violation of said laws, rules, regulations, and ordinances.

9.3 The parties to this contract agree that LEGAL AID is an independent contractor and LEGAL AID shall not, under any circumstances, be deemed an employee of the CITY.

9.4 No member, officer, or employee of LEGAL AID, or its designees or agents, no member of the CITY, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Grant.

9.5 LEGAL AID agrees to provide any workers compensation insurance for its employees as required by state law. In addition, LEGAL AID will maintain motor vehicle insurance pursuant to minimum state requirements for operation of any motor vehicles under its direction and control.

SECTION 10. COMPLIANCE WITH TERMS OF CONTRACT:

10.1 The terms of this contract shall be binding on the parties and their heirs, successors, assigns, agents or representatives and the terms herein may only be modified in writing and executed by the parties hereto.

10.2 CITY and LEGAL AID agree that upon expiration of this contract, LEGAL AID shall transfer to CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, with the exception that LEGAL AID has been notified by CITY it will receive additional CDBG funding in the next fiscal period.

10.3 LEGAL AID understands and agrees that if LEGAL AID materially fails to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, the CITY may take one or more of the following actions as appropriate in the circumstances: Temporarily withhold cash payments pending correction of the deficiency by LEGAL AID; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the program; withhold further awards for the program, or take other remedies that may be legally available.

10.4 CITY agrees to provide LEGAL AID an opportunity for a hearing, appeal, or other administrative proceeding to which LEGAL AID is entitled under any statute or regulation applicable to the action involved, as provided in 24 CFR 85.43.

10.5 Except as provided above, this contract may be terminated in whole or in part only as follows: (a) By the CITY with the consent of LEGAL AID in which case the CITY and LEGAL AID shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or (b) By LEGAL AID upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44 (a).

SECTION 11. NOTICES:

11.1 Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:
Grantee: City of Joplin, Troy Bolander, Director of Planning, Development and Neighborhood Services, 602 S. Main Street, Joplin, MO 64801
Phone: 417-624-0820
Fax: 417-625-4738

Recipient: Legal Aid of Western Missouri, Pamela Roychaudhury, Managing Attorney, 302 South Joplin, Joplin, MO 64802
Phone: 417-782-1650
Fax: 417-782-1653

SECTION 12. ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the Grantee and the Recipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____day of _____, 2018.

A T T E S T:

_____
Thomas Walters, Planner

CITY OF JOPLIN, MISSOURI

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

LEGAL AID OF WESTERN MISSOURI

_____
Joseph P. Dandurand, Executive Director

COUNCIL BILL NO. 2018-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri that pertains to 2016 CDBG grant funds; authorizing the City Manager or his designee, Director of Planning, Development & Neighborhood Services to execute same on behalf of the City.

WHEREAS, the City of Joplin and Legal Aid of Western Missouri, are desirous of entering into an agreement whereby Legal Aid will provide legal services to assist the non-profit affordable housing organizations through the expenditure of Community Development Block Grant Program (CDBG) funds.

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri is entered into that describes the expenditure of 2016 CDBG funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager or his designee**,** Director of Planning, Development and Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: January 16, 2018
ITEM: Council Bill No. 2018-016, enacting changes to Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by enacting a new subsection (8).

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2018-016

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
POLICE DEPARTMENT:	Chief Matt Stewart	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

This Council Bill enacts changes to Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by enacting a new subsection (8).

DISCUSSION:

The City has experienced an increase in the number of solicitations occurring at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more. Solicitations at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more pose a danger to the health, safety, or welfare of drivers and pedestrians at these locations. This Council Bill is designed to mitigate this problem by prohibiting solicitation within 150 feet of any intersection, as measured from the middle of said intersection, where one or more of the intersecting highways or streets has a speed limit of thirty-five (35) miles per hour or more, by reducing traffic congestion and flow problems caused by solicitors being in the roadway.

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

JLP:ab
attachments

COUNCIL BILL NO. 2018-016 ORDINANCE NO.

AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by repealing Section 90-144, Prohibited acts; enacting a new Section 90-144, Prohibited acts; and containing an emergency clause.

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

WHEREAS, the City has experienced an increase in the number of solicitations occurring at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more; and

WHEREAS, the increase in solicitations at city intersections has caused more traffic congestion, confusion, and accidents; and

WHEREAS, solicitations at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more pose a danger to the health, safety, or welfare of drivers and pedestrians at these locations.

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

Section 1. That Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, be repealed, and a new Section 90-144, Prohibited acts, is enacted in lieu thereof as follows:

"Sec. 90-144. - Prohibited acts.

Any person who in a public place solicits in any of the following ways or manners is guilty of a misdemeanor:

(1) By engaging in false or misleading solicitation by:

a. Stating that the donation is needed to meet a specific need, when the solicitor already has sufficient funds and does not disclose such fact.

b. Knowingly stating a false situation or circumstance to induce a donation.

c. Knowingly stating the solicitation is for a specific person or exempt organization without authorization.

(2) By any statement, gesture or other communication which a reasonable person in the situation of the person solicited perceives to be a threat.

(3) By intimidating or obstructing pedestrian or vehicular traffic.

(4) By assaulting or aggressively soliciting.

(5) By soliciting within 50 feet of any bank, savings and loan or other financial institution or building, including outdoor teller machines.

(6) By soliciting within 50 feet of any cash disbursal machine, outdoor vending machine, or other outdoor machine or device which accepts coins or paper currency, except parking meters.

(7) By soliciting on any private property, unless the solicitor has permission from the owner.

(8) By soliciting within 150 feet of any intersection, as measured from the middle of said intersection, where one or more of the intersecting highways or streets has a speed limit of thirty-five (35) miles per hour or more."

Section 2. That this Ordinance, dealing with preserving the public peace, property, health, safety, or morals of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: February 5, 2018
ITEM: Council Bill No. 2018-017, approves a Lease Agreement by and between the City of Joplin and Joplin Sports Entertainment, LLC (JSE) relating to the Joe Becker Stadium.

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2018-017; Exhibit – Lease Agreement

DEPARTMENT HEAD:	Peter C. Edwards
FINANCE DIRECTOR:	Leslie Haase
PARKS & RECREATION:	Paul Bloomberg
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves and authorizes the execution of a Lease Agreement by and between the City of Joplin and Joplin Sports Entertainment, LLC, for the lease of Joe Becker Stadium for five (5) years, commencing January 1, 2019.

DISCUSSION:

The City was originally contacted on October 23, 2017, by Ventura Sports Group, LLC, and the Southwest League, regarding a proposed operation of a Joplin Franchise in the League. The City has had continuing conversations with the Southwest League and the City Council has discussed the proposed venture in prior public meetings.

On January 9th, 2018, Staff continued the City's talks with Mark Schuster, regarding the Southwest League leasing of the Joe Becker Stadium. The following are the main financial and operational points that the City has worked out with the Southwest League:

- Base rent – $35,000. – paid in January of the lease year.
- $.75 on all tickets sold (except suites, seasons and group ticket sales).
- An annual utility surcharge – $10,000.
- 50% of names rights of the money collected for the naming rights for the field, to City, no strings attached.
- Southwest League would maintain the inside of the Stadium with the City providing fertilizer and the mowing equipment.
- The City will maintain the outside of the Stadium.
- The Southwest League would keep all parking revenue.

- The current rate structure would be kept, and the Southwest League will accommodate scheduling for third-party users, such as the high school, Joplin Sports Authority, and Outlaws events.

After the January 9th discussion, a proposed Lease Agreement was drafted and accompanies this council bill for Council's review and approval if appropriate.

RECOMMENDATION:

Staff presents this Council Bill for consideration on an emergency basis.

PCE:ab
attachment

COUNCIL BILL NO. 2018-017 ORDINANCE NO.

AN ORDINANCE approving a Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Sports & Entertainment, LLC, a Missouri Limited Liability Company, dealing generally with the lease of the land and improvements of the Joe Becker Stadium to a minor league baseball team; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

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

Section 1. That the Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Sports & Entertainment, LLC, a Missouri Limited Liability Company, dealing generally with the lease of land and improvements of the Joe Becker Stadium to a minor league baseball team, as attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, or Agreement in a substantially similar form, by and on behalf of the City of Joplin, upon the recommendation and approval of the City Attorney.

Section 3. That this Ordinance dealing with 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 same shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2018, by and between the CITY OF JOPLIN, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and JOPLIN SPORTS & ENTERTAINMENT, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term and Rent. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, known as Joe Becker Baseball Stadium described as follows:

> "All of Lots Numbered 11 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin Landlord, now a part of the Landlord of Joplin, Jasper County, Missouri."

(hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this Lease shall (the "Term") commence on January 1, 2019, and shall be for a period of five (5) years, ending December 31, 2023, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant shall use the premises only for the purpose of playing baseball, baseball practice, promotional events, ticket and merchandise sales, and related entertainment events. Tenant shall be allowed to occupy and use the clubhouse for business operations upon execution of this Agreement, as set forth in Section 4., below.

a. Annual Base Rent. JSE shall pay to City on or before January 15, 2019, the amount of Thirty-Five Thousand Dollars ($35,000.00) ("Base Rent"). Each subsequent year, Base Rent shall be paid in full on or before January 15th of that year.

b. Additional Rent. As additional rent ("Additional Rent") JSE shall pay to City for each complete Lease Year the sum of:

   i. Ticket fee. $0.75 cents per paid ticket of $4.00 or more on all events at the Facility, excluding season, suite and group ticket sales, shall be paid to the City and reconciled on a monthly basis. Group ticket sales are defined as a group buying twenty (20) or more tickets for a single game. Mini-ticket packages are subject to this ticket fee and are defined as multiple game tickets for the same seat totaling less than a full season ticket (56 games).

   ii. Utility Surcharge. JSE agrees to pay an annual $10,000.00 utility surcharge on or before July 15th of each year of the Term of the Lease, beginning in 2019.

iii. Success Fee. In the event that JSE exceeds turnstile attendance of 75,000 people in a calendar year, JSE shall pay the City $10,000.00 in additional rent due on or before October 15th of that calendar year. Turnstile attendance means all people that come through the gates, including season ticket holders, suite, group, complimentary, and all other tickets.

iv. Outside events. For all ticketed events outside of professional baseball, and excluding youth baseball, JSA events and Outlaws baseball, JSE shall pay $500.00 per day and the ticket fee of $0.75 per ticket sold over $4.00 shall be remitted to the City as additional rent.

v. Naming rights. JSE shall have the right to sell the Field naming rights and shall equally split all of the proceeds it receives from the naming rights, less any fees that are required to install the sign or signage on the stadium. The Stadium shall at all times retain the name of Joe Becker Stadium, but the parties agree that the Field naming rights can be used in any advertising or promotion of professional baseball. Payment of this additional rent shall be made upon receipt of the naming right fees by JSE.

c. Renewal Option. JSE shall have the right to extend the term for one (1) renewal period of five (5) years (the "Renewal Period") under the same terms and conditions by written notice to City (the "Renewal Notice") given no earlier than 18 months nor later than 12 months prior to the expiration of the Term; provided, however, that at the time of such notice and at the commencement of the Renewal Period, (a) JSE remains in occupancy of the Demised Premises, and (b) no uncured Event of Default exists hereunder (and no condition exists which, with the passage of time and/or giving of notice, would be an Event of Default). The Renewal Period shall commence upon the expiration date of the initial Term.

d. Late Payment of Rent. JSE shall pay a late charge of ten percent (10%) of any Base Rent not received by Landlord by the tenth day after it is due.

e. Landlord shall have the right to terminate this Lease Agreement in the event an affiliated baseball team agrees to come to the Joplin market and play at Joe Becker Stadium, by giving 365 days notice to Tenant.

2. Naming Rights. JSE shall have the exclusive right to sell, license or otherwise grant the naming rights to some or all of the stadium or any part of the Facility (the "Name"), subject to any baseball franchise regulations, on such commercially viable terms and conditions as JSE shall determine (the "Naming Rights"). The City reserves the right to disapprove and thus prohibit any name for the Facility (including any name for the concourses or other part of the Facility) that the City Council, reasonably but in its sole discretion, deems in bad taste or offensive to the City's image, or in the reasonable opinion of the City Council is a source of embarrassment to the City. Notwithstanding the foregoing, the name of any Fortune 1000 company (with the exception of any tobacco or alcoholic beverage company or company which promotes entertainment that in the reasonable opinion of the City Council could be a source of embarrassment to the Joplin community) shall be deemed a City approved name for purposes of this Section 4.3 and, in addition, any bank,

airline, sporting goods or apparel or soft drink company, shall be deemed a City approved name. If JSE wishes to sell or license the Naming Rights to a tobacco or alcoholic beverage company, then JSE may propose such company to the City for its approval. All revenue in respect to Naming Rights for the Facility received by JSE shall be split in accordance with Section 1(b)(v). The Naming Rights shall include naming the baseball "field" or "park" or "ballpark", but not the Stadium, which shall retain its name of Joe Becker Stadium. In the event the Naming Rights to the Facility are not sold pursuant to this Section 4.3, JSE agrees that the Facility shall be referred to as "Joe Becker Stadium". If JSE is unable to secure naming rights to the Stadium on or before February 1, 2019, then the City will have the right to secure naming rights, subject to the split in revenue described herein.

3. Advertising. Tenant shall have the exclusive right to post, exhibit or display any Advertising at the Stadium. Tenant shall have the responsibility for and shall be the exclusive agent for the sale and marketing of all fixed and permanent advertising in the Stadium and all temporary advertising for events sponsored by Tenant. In addition, Tenant may enter into marketing and advertising agreements with third parties, setting forth the consideration for, the manner and the method of such advertising and marketing arrangements. Tenant shall have the right to negotiate, execute and perform any and all contracts, use agreements, licenses and other agreements for the use of advertising space within the Stadium or any part thereof and all advertising rights of whatever kind or nature related thereto. All revenues derived from advertising rights or licenses shall, except as otherwise provided in this Agreement, be the property of Tenant.

4. Third Party Use. Tenant shall make the Stadium available for third party use on any dates that it does not have a scheduled game or event. Tenant shall make its schedule for the following calendar year available to the City and other third-party users once it is available on or before October 31, of the preceding year. Third-party users include high school baseball, Joplin Sports Authority events, and the Outlaws Baseball organization. Tenant agrees to use the current rent charges used by the Landlord for third-party users and agrees not to increase the rent charged for these third-party users during the initial term of this Lease. Tenant shall keep all rental revenue. Parking fees shall not be charged for city-owned parking lots for these events.

5. Concession Facilities. Tenant shall have exclusive use of the concession facilities during the term of the Lease as defined herein. Such right shall include the level of service, definition of the menu and pricing, selection of suppliers and vendors and subletting of concession services. Tenant shall be responsible for the replacement of or any additional concession equipment required in the future. Tenant shall use the Landlord-owned concession equipment, but must maintain equipment. Tenant is responsible for maintenance, repair, cleaning, and security of the concession areas during this time period. Maintenance is defined as keeping the premises clean and keeping all items, fixtures, and buildings in good working order and condition. Tenant may contract out concession services.

6. Clubhouse. Subject to the terms of this Lease Agreement and Tenant not being in default, Tenant shall have exclusive use of the Clubhouse year-round, including limiting access to the facility. Landlord shall have the right to inspect the facility upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant. Landlord workers may not enter the Clubhouse building without written permission of Tenant at any time, unless an emergency exists, at which time Tenant will be immediately notified. Tenant shall be able to begin utilizing the

Clubhouse for business operations on April 1, 2018, and shall be responsible for all utilities for the incurred for the Clubhouse beginning April 1, 2018, with Landlord to be responsible for all utilities beginning January 1, 2019.

7. Parking Lots. Tenant shall be permitted to use the Landlord's parking lots to the South of the Stadium and to the West of the Stadium during home games and other scheduled entertainment events each year. Tenant shall be responsible for the general maintenance of the Stadium parking areas during this time. This includes trash and litter pickup and removal and overall cleaning. Landlord shall barricade off certain spots in front of the Stadium consistent with the operation in 2015 and 2016.

8. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

9. Change in Ownership. Tenant shall not transfer, sell, or change majority ownership of its independent baseball organization without thirty (30) days' written notice to the Landlord and approval by the City Council, which subject to financial review, will not be unreasonably withheld. As a condition precedent before seeking City approval, Tenant shall have obtained the approval of the change of ownership by the Southwest League.

10. Financials. Landlord's Finance Director shall have the right to inspect the ticket and attendance records of the Joplin Sports & Entertainment LLC, upon written request.

11. Use of Premises by Tenant. Tenant is a professional baseball team playing in the Southwest League and the leased premises shall be used for baseball and non-baseball events deemed necessary by the Tenant with the exception of events that could cause substantial damage to the field unless such damage would be repaired at the cost of the Tenant. Play may extend beyond 12:00 a.m. midnight, provided, however, that a new inning may not start after 12:00 a.m. midnight in accordance with Southwest League established rules as now in effect or hereafter modified by the League. All field lights shall be turned off as soon as practicable thereafter. Tenant shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

12. Tenant's Responsibilities. It is the intent of the parties that Tenant perform all maintenance, service, cleaning and care for the premises unless said duties are expressly designated to Landlord under this Agreement. This Agreement is conditioned upon Tenant's assurances that the subject ballfields and facilities shall be operated solely by Tenant and no other person, corporation, association, or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom, excepted as provided for in this Agreement. Additionally, Tenant, at its own expense, shall maintain premises in its present condition:

a. Tenant shall, at its own expense, care for and maintain leased premises in a reasonably safe and serviceable condition. Tenant shall furnish its own interior and exterior

decorating. Tenant will not permit the premises to be damaged or depreciated in value by any act or negligence. Tenant shall use due diligence to keep faucets closed so as to prevent waste of water and flooding of premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. Tenant shall make no structural alterations or improvements without written approval of the Landlord. Any construction or improvements made to the Stadium, improvements, and real estate shall remain the sole property of the Landlord.

b. Tenant shall maintain the turf, which means mowing, fertilizing, aerification, irrigating and disease, weed and pest control all in accordance with the current standards of Joe Becker Stadium. Landlord will provide the fertilizer and the mowers. Landlord and Tenant agree to properly document and share information and work together regarding the turf management program (fertilizer, disease and weed applications). Tenant shall keep the areas inside the Stadium and Clubhouse mowed and free of trash. Landlord will mow all areas outside of the Stadium.

c. Tenant shall replace light bulbs and repair wiring, but shall not replace fixtures, excluding field light bulbs.

d. Tenant shall make operational repairs to equipment and buildings as needed for damage caused by Tenant's use of the Stadium.

e. Tenant shall make operational repairs to fencing for damage caused by Tenant use of the Stadium.

f. Tenant shall not allow trash of any kind to accumulate on said premises on the grounds, or the front, side, or rear thereof.

g. , and Tenant shall be responsible for any maintenance or repair expenses under $500.00. Landlord shall be responsible for all maintenance and repair expenses exceeding $500.00.

h. On the last day of the term, Tenant shall return the facility to the Landlord in the same condition as the first day of the term, normal wear and tear excluded. Tenant shall not be obligated to paint the facility.

i. Landlord shall train Tenant on how to maintain the artificial turf and Tenant shall perform maintenance on the turf as recommended by the manufacturer.

13. Landlord's Responsibilities. Landlord shall keep the roof, structural part of the floor, walls, and other structural parts of the Stadium and building, and field lights in working order. Landlord shall have the right to enter the premises during normal business hours, when accompanied by Tenant's staff, to inspect the grounds to determine compliance with the Tenant's obligations. Landlord agrees that it shall not provide financial assistance or other incentive for any other professional paid baseball team wishing to locate within the City or within fifty (50) miles thereof during the term of this Lease. However, Tenant understands and agrees that the Landlord (City) is a Missouri Municipal Corporation, and as such, cannot prohibit any other professional paid baseball team from locating in the area or utilizing any facility owned by the Landlord provided such other team pays all applicable rents and fees as required of other users. Landlord shall provide trash pick-

up during the term of the Lease conditioned on the trash being in trash bags and brought to the edge of the property for pick up.

14. Fixtures and Alterations. Any improvements made by the Tenant that attach to the premises shall become the property of the Landlord.

15. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this Lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.

b. Business interruption. Tenant may procure and maintain in full force and effect, commencing on the date of this Agreement and continuing through the term of this Lease, at Tenant's sole cost and expense, use and occupancy or business interruption or lost income insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $200,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after the date of this Agreement, and during the term of this Lease at Tenant's sole cost and expense, workers' compensation insurance as required by the State of Missouri or Texas. Additionally, Tenant shall procure and maintain in full force and effect during the entire term of this Lease at Tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00. Tenant shall provide Landlord with proof of worker's compensation insurance each year.

16. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this Lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then-applicable Environmental Law;

b. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under, the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release

of any hazardous material on, onto, or from the demised premises and except in compliance with applicable Environmental Law;

c. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises;

d. If Tenant elects to bring, use, store, generate or transport specific hazardous materials on the demised premises in connection with the business and operations conducted by Tenant, Tenant shall:

   i. Use, store, dispose of, and transport such hazardous materials in accordance with applicable Environmental Law;

   ii. Prepare and maintain accurate and detailed records with respect to such hazardous materials as required by applicable Environmental Law or environmental permits;

   iii. Prepare and submit all reports with respect to such hazardous materials as required by applicable Environmental Law or environmental permits; and

   iv. Furnish to Landlord upon request a copy of all records and reports with respect to such hazardous materials.

~~e.~~ Tenant shall not construct or install any underground or aboveground storage tanks in, on, or under the demised premises without prior written consent of Landlord.

f. Tenant shall regularly inspect the demised premises to monitor and assure that the demised premises are at all times in full compliance with applicable Environmental Law.

g. Tenant shall protect to the best of its ability the demised premises against intentional or negligent acts or omissions of third parties which might result, directly or indirectly, in the release of hazardous materials on the demised premises in violation of applicable Environmental Law and if Tenant fails to take appropriate action (as determined by Landlord) to protect the demised premises within fifteen (15) days after written notice from the Landlord, then the Landlord may, but shall not be obligated to, take such action Landlord considers necessary or appropriate, at the expense of Tenant, to protect the demised premises against the release of hazardous materials in violation of the applicable Environmental Law as a result of the intentional or negligent acts or omissions of third parties. Nothing herein shall be construed so as to relieve any party from liability for any act or omission.

h. If any hazardous materials are released in, on, under, or from the demised premises during the term of this Lease, Tenant shall immediately (within 24 hours of discovery) notify the Landlord and all applicable governmental agencies having competent jurisdiction of the occurrence of the release of hazardous materials. Tenant shall immediately furnish or make available to the Landlord and

governmental entities all information, documents, and communications, whether electronic or in hard copy.

i. Tenant shall treat, store, dispose of and transport the hazardous materials, including any contaminated soil, water and other environmental media at the sole cost of the Tenant and in accordance with applicable Environmental Law.

j. In the event that Tenant fails to immediately commence on a timely basis and/or diligently prosecute an appropriate response action, at the expense of Tenant, Landlord shall have the right, but not the obligation, to conduct all response action at the expense of Tenant that Landlord considers necessary or appropriate under applicable Environmental Law and Environmental Permits, to clean up the hazardous materials that have been released in, on, or under, the demised premises. Tenant shall have no responsibility for correcting or remediating any environmental condition with respect to the demised premises that existed prior to the date of this lease.

17. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless, Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, its agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Lease or any work done thereunder or business carried on by Tenant.

18. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this Lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such three hundred sixty-five (365) days. In the event Landlord determines that the premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this Lease shall terminate.

19. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than ten (10) days after written notice of such default shall have been given to Tenant, then Landlord, afther the expiration of a seven (7) day right-to-cure period, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this Lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further

agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this Lease.

20. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

21. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. Tenant agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees in any lawsuit against Tenant.

22. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

City of Joplin, Missouri
Office of the City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Joplin Sports & Entertainment, LLC
c/o Mark Schuster
4117 William Dehaes Drive
Irving, TX 75038

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

23. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

24. Headings. The headings herein are intended as guides only and shall not be construed as having any legal effect.

25. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times, all material permits, licenses, and contractual arrangements as may be necessary to operate as a First Class Operation.

26. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

27. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

28. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

29. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

30. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease.

31. Mediation. Disputes, controversies, and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of, or in relation therein, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, and operation of the Stadium shall first be submitted to a licensed mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances, the parties agree that mediation shall be a condition precedent to litigation.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anselm,
City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"**LANDLORD**"

JOPLIN SPORTS & ENTERTAINMENT, LLC.

By: _____
Mark Schuster,
Managing Member

ATTEST:

_____
Secretary

"**TENANT**"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2018, before me appeared Samuel L. Anselm, to me known to be the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council for the consideration stated therein and no other, and said Samuel L. Anselm acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

_____
Notary Public

My commission expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2018, before me appeared Mark Schuster, to me known to be the Managing Member for JOPLIN SPORTS & ENTERTAINMENT, LLC, a Missouri Limited Liability Company, and that the seal affixed to the foregoing instrument is the seal of said Company, for the consideration stated therein and no other, and said Mark Schuster acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

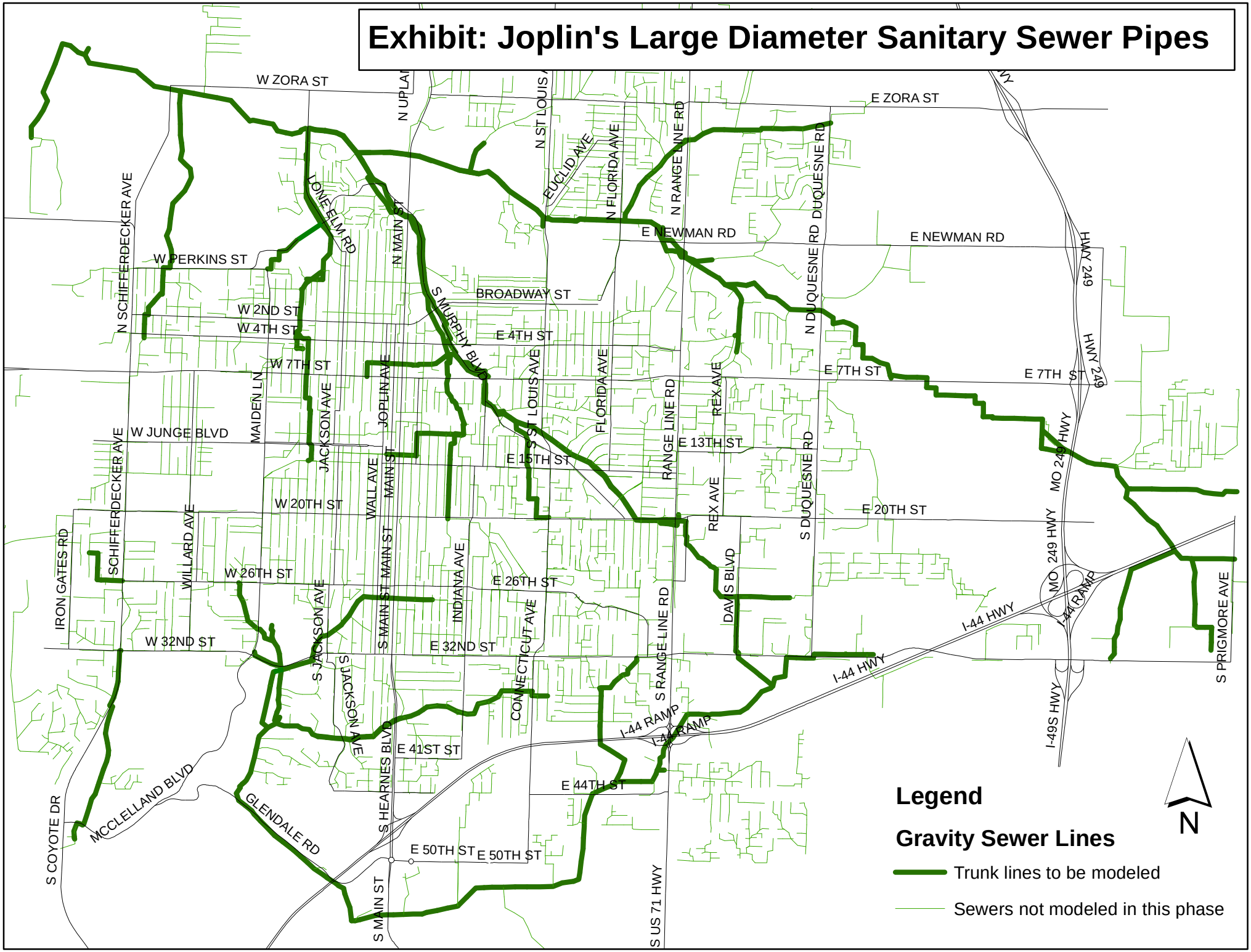
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

_____
Notary Public

My commission expires:

_____

Exhibit: Joplin's Large Diameter Sanitary Sewer Pipes



CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street, P.O. Box 2627 JOPLIN, MO 64804	
Attention: Mr. Chris Parker, P.E.		Attention: Chris Erisman, P.E.	
Department: Public Works, Engineering		Phone: 417.680.7200	Fax: 417.680.7300
Phone: **417-624-0820 x584**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AMA - I&I RP - 002
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated February 10, 2017, 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 – I&I RP - 002 exceed the sum of Three Hundred Fifty-Five Thousand, Two Hundred Eighty-Eight Dollars ($355,288).

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, 2018, 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 Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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

Mr. Chris Parker, P.E., Sanitary Sewer Engineer
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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertberg, P.E.
Public Works Director

Date: _____

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EXHIBIT A

Project Name/Description Sanitary Sewer I&I Reduction Program
Consultant Allgeier, Martin and Assoc.

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)
Not included with scope of services

A1.03 Utility Requirements
Not included with scope of services

A1.04 Surveying Services - General
Not included with scope of services

A1.05 Right of Way Plan Phase - 60 percent plans
Not included with scope of services

A1.06 Final Design Phase
Not included with scope of services

A1.07 Bidding Phase
Not included with scope of services

A1.08 Construction Phase
Not included with scope of services

A1.09 Post-Construction Phase
Not included with scope of services

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-I&I RP-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 (OWNER) with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, evaluation and computer modeling services for the sanitary sewer collection system as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, evaluation, data collection and design of components of the proposed City of Joplin Inflow and Infiltration (I/I) Reduction Program.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Overall project management of the City of Joplin Sanitary Sewer I/I Reduction Program.

1.1.3.1.1 The Allgeier Martin (AMA) team working on this project will consist of Burns and McDonnell (BMcD) and TREKK. BMcD will serve as the assistant Program Manager.

1.1.3.2 System-wide program analysis including review of existing system information, analysis of obtained data from the completed system-wide flow monitoring, development of a wastewater hydrologic/hydraulic model and prioritization of recommendations.

2.1 Project Management and Administration: Manage and administer scope and allocate resources to complete the project within schedule and budget limitations.

2.1.1 Work Authorization Kickoff Meeting: Participate in a kickoff meeting for the work contained within this Work Authorization with the ENGINEER's team and the City. Discussions shall be held to review and confirm the project/program goals, objectives, and schedule; evaluate basic concerns on objectives and implementation of the Work; confirm responsibilities and the scope of services and assign project team contacts and communication protocols.

2.1.2 Progress Meetings: Attend project progress meetings, up to 3, with the OWNER to discuss items such as coordination of work and responsibilities, risk management, schedules, and project progress and implementation.

3.1 System Wide Program Analysis

3.1.1. Using the data gaps identified in Work Authorization number 1, undertake an evaluation of wastewater collection system assets and prepare a prioritized list of manholes to obtain information. For each identified manhole, field data collected will include GPS of rim elevation, condition assessment, identification of connecting sewers, I/I sources, structural deficiencies, and prioritized rehabilitation recommendations. Obtaining such field data for up to 250 manholes has been included within this scope of work.

3.1.1.1 Manhole Data Collection for up to 250 manholes. Provide the field work needed to determine manhole inventory including size of manholes, type of construction material, depths and pertinent attributes. A list and general vicinity of manholes that could not be inspected due to not be able to locate or if the manhole is buried will be tabulated on a daily basis and given to the OWNER's to be located and unburied. Upon field location by

the OWNER's crews, follow-up will be made to complete the inspection of the manhole. The field crews shall commit a maximum of 30 minutes searching for a manhole before classifying it as "could not locate" or "buried".

3.1.1.2 Survey data collected will be used to update the wastewater collection system hydraulic model and the City's GIS system.

3.1.2 System Wide Flow and Rainfall Analysis

3.1.2.1 The OWNER will provide the City's top ten industrial, commercial, and institutional (ICI) flows, respectively, which will be applied to the hydraulic model individually. The model will generate peak dry weather flow and base sanitary flow values but will not be identified separately in the flow analysis.

3.1.2.2 The collected rain gauge data from work in previous work authorizations and rain data provided by city rain gauges, was used to identify independent and unique rainfall events within the flow metering period and the associated sewer system response to those events. Inflow, infiltration, and groundwater influences will be disassembled from the aggregate flow meter data for inclusion in the hydraulic model.

3.1.2.3 The I/I and hydraulic model analysis will be derived using the NRCS 5-year 6-hour design rainfall event.

3.1.2.4 The rainfall dependent I/I (RDII) analysis will be conducted using three RDII unitization indices; RDII per inch-diameter-mile. RDII per inch of rainfall, and RDII per developed acre. The calculated RDII indices will be used to rank and prioritize individual meter basins for RDII.

3.1.3 Wastewater Hydrologic/Hydraulic Model

3.1.3.1 Develop Hydrologic/Hydraulic Model. Hydrologic sub-catchments for the hydraulic model will be delineated based on the location of flow meters.

3.1.3.1.1 The City's wastewater network hydraulic model will be developed using the following data provided by the OWNER if not already possessed by AMA:

- Existing GIS data
- Existing AutoCAD data
- Sewer system as-built record drawings
- Pump rating curves
- Pump type(s) and pump on/off settings
- Wet well size and dimensions

This data will be supplemented with survey data collected by others.

3.1.3.2 Hydraulic Model Calibration.

3.1.3.2.1 Dry weather calibration will consist of calibrating the hydraulic model to observed (flow meter) diurnal dry weather patterns. Calibration will be attempted at each flow meter location within the hydraulic model to within +/-10-percent or +/-0.2-MGD of peak dry weather flow. Dry weather calibration will be conducted for a total of up to twenty (20) flow metering points.

3.1.3.2.2 Wet weather calibration will consist of calibrating the hydraulic model to flow meter wet weather flow patterns using up to three (3) different observed rain gauge rain events. Wet weather calibration will be attempted at each flow meter location within the hydraulic model to within +/- 10-percent or +/-2.0-MGD of peak wet weather flow. Wet weather calibration will be conducted for up to twenty (20) flow metering points used for dry weather calibration.

3.1.3.2.3 Wet weather verification will be attempted at each flow meter location within the model to the same tolerances as for wet weather calibration. Different rain events will be used for verification as used for wet weather calibration. Wet weather verification will be conducted for up to twenty (20) flow metering points used for dry and wet weather calibration.

3.1.3.2.4 A Hydraulic Model Calibration Workshop will be conducted for the OWNER lasting up to four (4) hours. This workshop will present the hydraulic model calibration predictions against the metered wastewater collection system response. This workshop will also cover the collection system basis of design to be used. Basis of design will discuss and reach consensus with the OWNER on the following:

- Collection system utilization when capacity enhancements are triggered
- City preference for collection improvements in the form of rehabilitation, repair, replacement, and/or parallel
- Collection system cost bid-tabs to be used for pricing of collection system improvements

3.1.3.2.5 Calibrate hydraulic model using collected sampling pollutograph data for metals for up to twenty (20) flow metering points used for dry and wet weather calibration.

3.1.3.3 Coordination with the Operational Assessment of the Filmore and Tin Cup Lift Stations project to be completed under separate agreement by BMcD. A TM will present results of the flow analysis, rainfall analysis, and inflow and infiltration conditions for both pre-construction findings.

3.1.4 Wastewater Collection System and Wastewater Treatment Plant (WWTP) Analysis

3.1.4.1 The calibrated hydraulic model and the NRCS 5-year, 6-hour rainfall event will be used to stress test the collection system. Stress testing will identify locations within the existing wastewater collection system where there are Level of Service (LoS) deficiencies. The results of this analysis will also be used to evaluate collection system and WWTP capacity constraints subsequent to projected I/I rehabilitation efforts.

3.1.4.2 A Collection System and WWTP Analysis TM will be prepared and will document the OWNER's existing wastewater collection system LoS based performance under existing I/I conditions and under various I/I reduction scenarios. This TM will also summarize the flow analysis, model calibration, and metals calibration for up to twenty (20) flow metering points used for dry and wet weather calibration.

3.1.5 Prioritization of Recommendations

3.1.5.1 Priority Matrix Development. Two priority recommendations will be generated; needed infrastructure improvements, and procedural, operational, and financial recommendations.

3.1.5.2 A Review Meeting with the OWNER will be conducted to discuss and reach consensus with the OWNER on priority recommendations.

3.1.5.3 Finalize Recommendations. Priority recommendations will be revised and finalized based on discussions with the OWNER. A Recommendations TM will be prepared and will document the finalized priority recommendations.

3.1.6 Cost Estimates

3.1.6.1 Cost Analysis for Alternatives. Capital construction cost opinions will be generated for each improvement option developed as part of this project. The cost opinions will be presented in tabular form which include both CWSRF eligible and non-eligible costs.

3.1.7 Surveying: Additional surveying, as needed to update the hydraulic model and above that as indicated elsewhere within this scope of work, may be completed as an additional service upon receipt of prior approval of the OWNER.

4.1 Environmental Clearances and Permitting

The project will be undertaken with the understanding that no Environmental Clearances and/or Land Disturbance and Stormwater permitting will be required for this project and, therefore, the Engineer shall not be responsible for the preparation or production of any such items. Any required Corps of Engineers, Wetlands, or other associated permitting, if determined necessary, may be provided as an additional service.

2. TERMS

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, but in any event, all of the services required hereunder for this Work Authorization scope of work shall be completed no later than September 30, 2018.

2.1.1 Utilizing information supplied by Engineer, the OWNER shall make final engineering and planning decisions in a timely manner to support the Engineer's ability to complete the Services according to the project schedule.

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

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 2017-2018" for Allgeier, Martin and Associates; Burns and McDonnell Schedule of Hourly Rates and expenses; and 2017 Compensation for Professional Engineering Services for TREKK Design Group, LLC (TREKK) with a total compensation ceiling of $355,228, as set forth in Work Authorization Number AMA – I&I RP - 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
Project Management (Item 2.1)	$68,602
System Wide Program Analysis (Item 3.1)	$286,627
Total Estimated Maximum Fee	$355,228

ATTACHMENT NUMBER TWO

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2017 - 2018

LABOR RATES

Classification	Hourly Billing Rate 01/01/2017 Thru 12/31/2017	01/01/2018 Thru 12/31/2018
Principal/Engineer IV	$191	$195
Principal/Engineer III	$175	$180
Project Manager/Engineer II	$155	$160
Project Manager/Engineer I	$140	$145
Technician III/GIS Specialist	$128	$132
Technician III	$108	$112
Technician II	$95	$100
Technician I	$88	$94
Two-Man GPS Survey Crew	$181	$185
One-Man GPS Survey Crew	$140	$145
Three-Man Survey Crew	$201	$201
Two-Man Survey Crew	$155	$160
Registered Land Surveyor II	$166	$170
Registered Land Surveyor I	$145	$150
Survey Crew Member	$72	$76
Right of Way Specialist	$112	$116
Project Representative III	$108	$112
Project Representative II	$95	$100
Project Representative I	$88	$92
Secretary/Assistant	$72	$76
Print Specialist	$72	$76

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

NON-LABOR RATES

Item	Rate
Travel	$0.53 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 + 5%
Flow meter installation	$450/each
Flow Monitoring	$75/meter/day
Rain Gauge Monitoring	$15/gauge/day

Attachment Number Two
Burns and McDonnell
Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$62.00
Technician*	6	$76.00
Assistant*	7	$88.00
	8	$118.00
	9	$143.00
Staff*	10	$158.00
	11	$172.00
Senior	12	$190.00
	13	$211.00
Associate	14	$220.00
	15	$228.00
	16	$233.00
	17	$237.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$450.00/each
Flow Monitoring (minimum 5 meters)	$65.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2018, and are subject to revision thereafter.

Compensation for Professional Engineering Services[1]
TREKK Design Group, LLC (TREKK)

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

I. For Engineering Services, Plan Review, Surveying, Construction Inspection, and Meetings, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.

II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:

Project Principal	$180.00/hr - $240.00/hr
Division Lead	$120.00/hr - $225.00/hr
Project Manager	$ 99.00/hr - $225.00/hr
Assistant Project Manager	$ 99.00/hr - $225.00/hr
Quality Manager	$ 99.00/hr - $180.00/hr
Project Coordinator	$ 75.00/hr - $135.00/hr
Industry Specialist	$120.00/hr - $195.00/hr
Asset Manager	$114.00/hr - $195.00/hr
Senior Professional Engineer	$135.00/hr - $210.00/hr
Professional Engineer	$ 99.00/hr - $165.00/hr
Project Engineer I	$ 99.00/hr - $141.00/hr
Project Engineer II	$ 81.00/hr - $117.00/hr
Staff Engineer	$ 69.00/hr - $ 90.00/hr
Project Designer	$ 90.00/hr - $117.00/hr
CADD Technician I	$ 69.00/hr - $ 99.00/hr
CADD Technician II	$ 45.00/hr - $ 75.00/hr
Office Technician I	$ 75.00/hr - $ 99.00/hr
Office Technician II	$ 54.00/hr - $ 81.00/hr
Office Technician III	$ 45.00/hr - $ 66.00/hr
Senior Administrator	$ 75.00/hr - $135.00/hr
Administrator	$ 45.00/hr - $ 75.00/hr
Field Operations Manager	$ 90.00/hr - $150.00/hr
Field Manager	$ 78.00/hr - $120.00/hr
Field Technician I	$ 63.00/hr - $ 90.00/hr
Field Technician II	$ 54.00/hr - $ 75.00/hr
Field Technician III	$ 45.00/hr - $ 60.00/hr
GIS Analyst I	$ 75.00/hr - $120.00/hr
GIS Analyst II	$ 54.00/hr - $ 75.00/hr
Construction Observation Manager	$102.00/hr - $117.00/hr
Senior Construction Observer	$ 69.00/hr - $105.00/hr
Construction Observer	$ 45.00/hr - $ 90.00/hr
Survey Manager (PLS)	$102.00/hr - $135.00/hr
Professional Land Surveyor (PLS)	$ 90.00/hr - $117.00/hr
Survey Party Chief	$ 63.00/hr - $105.00/hr
Utility Locator	$ 60.00/hr - $105.00/hr
Survey Crew	$145.50/hr
Field Crew	$126.00/hr
Mileage	$00.54/mi
Color Photocopies	$00.25/each
Black-and-White Photocopies	$00.12/each
Out-of-Pocket Expenses, Supplies, Reproductions, etc	Cost

Note 1: The above hourly rates and unit prices are good through December 31, 2018.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 5, 2018
Council Bill No. 2018-105

Item: Agreement for Professional Services and Work Authorization with Allgeier, Martin & Associates Inc., for Professional Engineering Consulting Services for the Inflow & Infiltration Reduction Program.

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization
2) Exhibit: Map of Joplin's Large-diameter Sanitary Sewers
3) Council Bill No. 2018-105

Department Head: David K. Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Work Authorization AMA-I&I RP-002 with Allgeier, Martin & Associates Inc. in the not to exceed amount of $355,288.00 for Professional Engineering Consulting Services for the Inflow & Infiltration (I&I) Reduction Program.

Background: On February 6, 2017, City Council approved the first work authorization with Allgeier, Martin & Associates Inc. (AMA) to facilitate City staff's management of the I&I Reduction Program. At that time, Council was informed that the program would involve multiple work authorizations with AMA and their consultant team of Burns & McDonnell, and TREKK Design Group. The consultant team is charged with developing a targeted program aimed at reducing I&I within the sanitary sewer collection system. Achieving this goal will reduce the frequency during wet weather events of unpermitted discharges from the City's wastewater treatment plants and overflows from sanitary sewer manholes (SSOs). The first work authorization directed AMA's team to perform a City-wide flow monitoring study within the sanitary sewer collection system. A total of 51 basins were metered for 90 days.

Discussion: The basins with the highest levels of I&I have been identified. Now, as part of the overall strategy to reduce I&I and the frequency of SSOs in a cost-effective manner, it is

necessary to be assured that the right pipe gets installed at the right place. This key piece of information is acquired through the development of a hydraulic model of the sewer system, which will incorporate measured flows from the City-wide flow monitoring effort. Hydraulic models aid engineers to make informed, cost-effective decisions about where reconstruction dollars should be spent, balancing I&I removal efforts with capital improvement projects to increase capacity of large diameter sewers. The hydraulic model is a dynamic tool that will identify capacity issues to address SSOs, and can pinpoint the source of the problem, not the symptom. For this first phase of developing the City's hydraulic model, work will be limited to large diameter trunk lines, calibrating only 20 flow meters from last year's study. Over the course of the I&I Reduction Program, staff envisions that the model will be expanded, as needed, to support future work areas, then updated periodically as reconstruction work is completed.

Recommendation: City staff recommends that Council approve a Work Authorization with AMA, and that approval of Work Authorization AMA-I&I RP-002 with Allgeier Martin & Associates Inc., in the not to exceed amount of $355,288.00 for Professional Engineering Consulting Services for the I & I Reduction Program project, be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-105 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates Inc., in the not to exceed amount of Three Hundred Fifty-Five Thousand, Two Hundred Eighty-Eight Dollars ($355,288.00) for Professional Engineering Consulting Services for the I & I Reduction Program, and containing an emergency clause.

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

Section 1. That the Work Authorization with Allgeier Martin & Associates Inc., in the not to exceed amount of Three Hundred Fifty-Five Thousand, Two Hundred Eighty-Eight Dollars ($355,288.00) for Professional Engineering Consulting Services for the I & I Reduction Program in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

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

Section 3. 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 consultant shall be paid out of the Sanitary Sewer Maintenance Fund (415-4542-540-8675) within the FY 2017-2018 budget.

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.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-105

I hereby certify that a sufficient amount is available in the Sanitary Sewer Maintenance Fund Account Number 415-4542-540-8675 to pay the amounts called for in the referenced Work Authorization.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 5, 2018
Council Bill No. 2018-106
Item: Approval of Construction Contract with Emery Sapp and Sons, Inc. for 2018 Resurfacing of Streets in Various Locations
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map and Table
2) Bid Tabulation
3) Construction Contract
4) Council Bill No. 2018-106

Department Head: David K. Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of an Award of Contract to Emery Sapp & Sons, Inc. for street resurfacing in the amount of one million, seven hundred nineteen thousand, one hundred thirty four dollars and fifty-nine cents ($1,719,134.59) for the 2018 Resurfacing project.

Background: City staff annually evaluates the pavement conditions of the City street system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity and ride quality. Streets, or parking lots may be added or deleted from this list. The Annual Resurfacing Project Budget provides for these street needs. Street resurfacing consists of a 2 inch asphalt overlay.

Discussion: City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Three construction companies submitted bids (see attached Bid Tabulation), that were opened on January 11, 2018. Emery Sapp and Sons, Inc. was the low bidder. The bid was below the Engineer's estimate.

Recommendation: City staff recommends Award of Contract to Emery Sapp and Sons, Inc. for the Resurfacing of Various Locations 2018 in the amount of one million, seven hundred nineteen thousand, one hundred thirty four dollars and fifty-nine cents ($1,719,134.59) on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

AGREEMENT
Between the
City of Joplin and Emery Sapp and Sons, Inc.

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

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

2018 Resurfacing of Streets in various locations.

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by September 30th, 2018. The notice to proceed shall be issued by the Director of Public Works by June 15, 2018, but a partial notice to proceed may be granted earlier on selected routes.

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

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

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

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,804,046.00) 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 ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,804,046.00) 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 ($420,606.000) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

1. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2,500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. Liquidated damages shall be assessed at a rate of $500.00 per day for every day in excess of 3 calendar days between Milling and Paving unless previously approved in writing by the Engineer**.** The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

12. Liability and Indemnity.

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

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

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

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

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

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold

harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

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

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

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

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

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no

officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

19. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

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

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

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

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

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this

provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

24. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

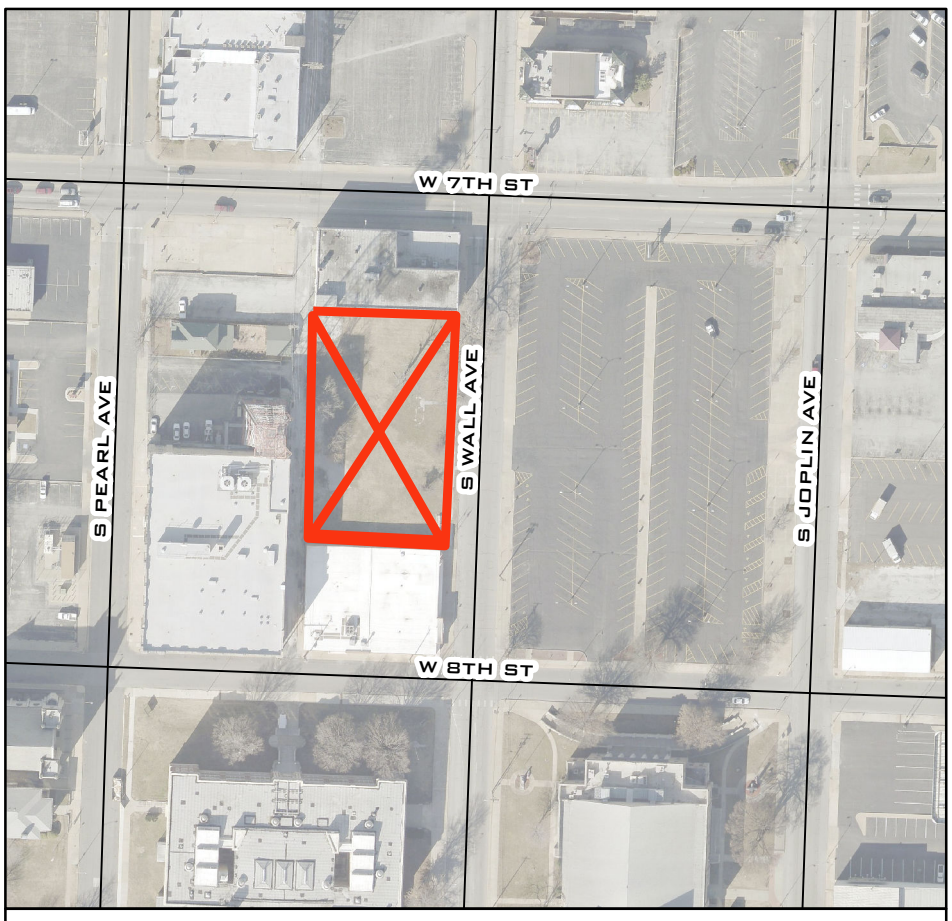
Title: _____

CITY OF JOPLIN, MISSOURI

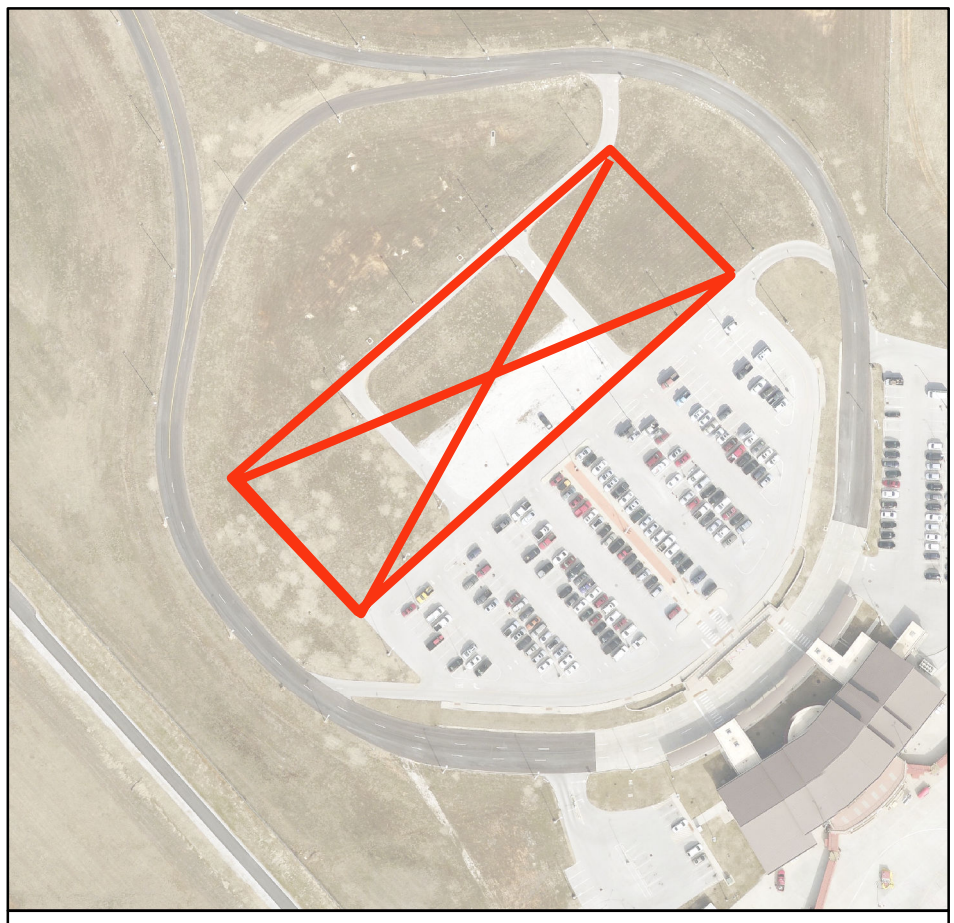
By: _____
David Hertzberg, Public Works Director

Bid Tabulations

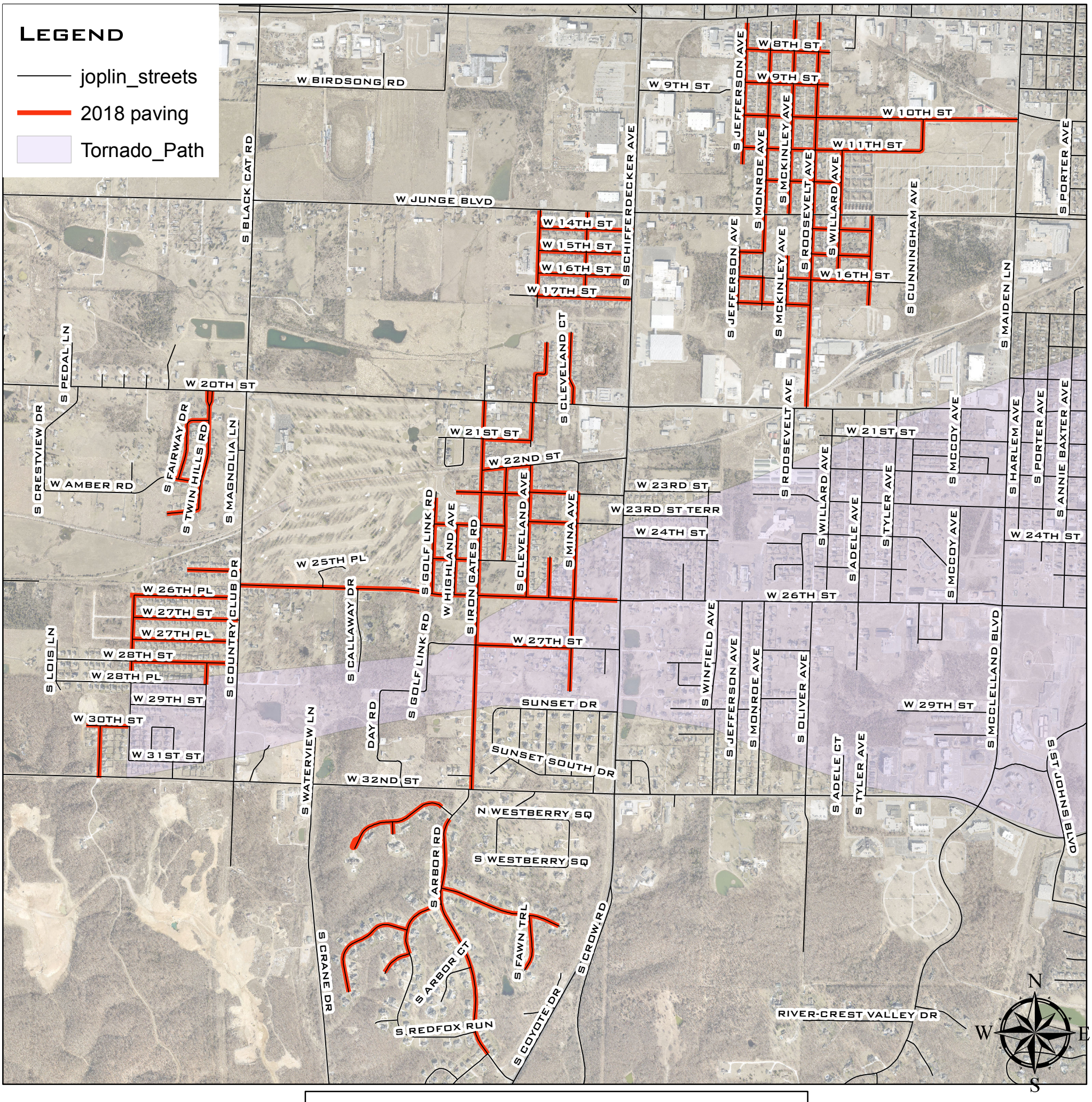
Contractor	Base Bid
APAC Missouri	$2,311,351.74
Blevins Construction	$2,643,318.94
Emery Sapp and Sons, Inc.	$1,719,134.59
Engineer's Estimate	$1,995,210.56



Wall Avenue Parking Lot



Airport Parking Lot



Streets selected for the 2018 Overlay Project

Steet	From	To
Iron Gates	32nd	20th
Even	28th Pl	26th Pl
26th Pl	Even	Country Club
27th St	Even	Country Club
27th Pl	Even	Country Club
28th St	Even	Country Club
Heartland	28th Pl	28th St
30th St	West of Ashwood	Even
Ashwood	32nd	30th St
25th Pl	Culdesac	Country Club
Twin Hills Rd	20th St	End of Par Lane
Twin Hills Rd	20th St	East entrance
Fairway Dr	Golf Link	Twin Hills Dr
Golf Link Dr	Amber	Twin Hills Dr
Cleveland	17th St	Junge
14th St	Cleveland	Schifferdecker
15th St	Cleveland	Schifferdecker
16th St	Cleveland	Schifferdecker
17th St	Cleveland	Schifferdecker
Mina	17th St	Junge
Cleveland Ct	20th St	Cul de sac
Cleveland Terr	20th St	Cul de sac
21st St	Iron Gates	Cleveland
Cleveland	21st St	20th St
22nd St	Iron Gates	Cleveland
23rd St	End of Street	Iron Gates
23rd St	Iron Gates	Cleveland
Cleveland	23rd St	22nd St
23rd/Mina	Cleveland	24th St
Cleveland	26th St	23rd St
26th St	Country Club	Schifferdecker
Golf Link Dr	26th St	End of Street
25th St	Golf Link	Iron Gates
Highland	26th St	24th St
24th St	Golf Link	Iron Gates
24th/Meadows	Iron Gates	25th St
Meadows	24th St	22nd St
24th	Cleveland	Mina
Mina	End of Street	24th St
27th St	Iron Gates	Mina
Evan Wood Terr	26th St	End of Street
Roosevelt	20th St	Junge
17th St	Jefferson	Roosevelt
Jefferson	17th St	15th St
15th St	Jefferson	Monroe
Monroe	15th St	Junge

16th/Monroe	Jefferson	17th St
McKinney	17th St	End of road
16th St	Mckinnley	Adele
Adele	Ball fields	16th St
Adele	16th St	Junge
Willard	16th St	Junge
14th St	Roosevelt	Adele
15th St	Roosevelt	Adele
Old Orchard	Arbor	Cul de sac
Pear Blossom	Old Orchard	Cul de sac
Arbor	Old Orchard	Notting Hill Cir
Red Fox Run	Arbor	Red Fox Cir
Red Fox Cir	Red Fox Run	Cul de sac
Spring Hill	Red Fox Run	Cul de sac
Cedar Ridge	Arbor	Cul de sac
Fawn Trail	Cedar Ridge	Cul de sac
Willard	Junge	11th St
11th/Cunningham	Willard	10th St
10th St	Jefferson	Maiden Lane
Jefferson	11th St	7th St
11th St	Jefferson	Willard
9th St	Jefferson	Roosevelt
8th St	Jefferson	Roosevelt
McKinley	Junge	7th St
Monroe	Junge	8th St
Roosevelt	Junge	7th St
12th St	Monroe	Willard
Aiport Parking Lot		
Wall Ave Parking Lot		

COUNCIL BILL NO. 2018-106 ORDINANCE NO

AN ORDINANCE approving a construction contract with Emery Sapp & Sons, Inc. for street resurfacing in the not to exceed amount of one million, seven hundred nineteen thousand, one hundred thirty four Dollars and fifty-nine cents ($1,719,134.59) for the 2018 Resurfacing project and containing an emergency clause.

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

Section 1. That the agreement with Emery Sapp & Sons, Inc. for street resurfacing in the not exceed amount of $1,719,134.59, in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor'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 consultant shall be paid out of the Transportation Sales Tax – Street Projects Fund No. 140-4520-53-8650 within the FY 2017-2018 budget.

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. Appropriations for this contract have been approved by the 2017-2018 budget from Transportation Sales Tax – Street Projects Fund No. 140-4520-53-8650.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-106

I hereby certify that a sufficient amount is available in Transportation Sales Tax – Street Projects Fund Account Number 140-4520-53-8650 to pay the amounts called for in the referenced Work Authorization.

_____

Leslie Haase, Director of Finance

COUNCIL BILL NO. 2018-106 ORDINANCE NO

AN ORDINANCE approving a construction contract with Emery Sapp & Sons, Inc. for street resurfacing in the not to exceed amount of one million, seven hundred nineteen thousand, one hundred thirty four Dollars and fifty-nine cents ($1,719,134.59) for the 2018 Resurfacing project and containing an emergency clause.

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

Section 1. That the agreement with Emery Sapp & Sons, Inc. for street resurfacing in the not exceed amount of $1,719,134.59, in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor'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 consultant shall be paid out of the Transportation Sales Tax – Street Projects Fund No. 140-4520-53-8650 within the FY 2017-2018 budget.

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. Appropriations for this contract have been approved by the 2017-2018 budget from Transportation Sales Tax – Street Projects Fund No. 140-4520-53-8650.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-106

I hereby certify that a sufficient amount is available in Transportation Sales Tax – Street Projects Fund Account Number 140-4520-53-8650 to pay the amounts called for in the referenced Work Authorization.

_____

Leslie Haase, Director of Finance

CLOSING DATE:	19-Jan-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Newhouse Kim
Boarding & Securing Bldg.		LOCATION:	107 N. Byers Ave

COMPANY	BIDS
B & D Yardbuilders	$3,000.00
Jordan Disposal	$2,789.00
Nelson's Enterprises	$3,749.00
Neece Concrete	$13,675.00


COUNCIL BILL 2018-351
107 N. BYERS







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date February 5, 2018

Item: COUNCIL BILL NO. 2018-351
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 351
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan 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 107 N. Byers.

Summary: The above listed address was "tagged" as a dangerous building on September 6, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 5, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on January 19, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 2,789.00
Nelson Enterprises	$ 3,749.00
B&D Yardbuilders	$ 3,000.00
Neece Concrete	$ 13,675.00

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 $ 2,789.00 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. 2018 – 351 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 located at 107 N. Byers. in the City of Joplin, Missouri, for Two Thousand Seven Hundred Eighty-Nine and 00/100 Dollars (2,789.00); 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 Two Thousand Seven Hundred Eighty-Nine 00/100 Dollars ($2,789.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 107 N. Byers.

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 107 N. Byers. and legally described as:

ALL OF LOT NUMBERD FOUR (4) IN CHRISTMAN'S FIRST ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	19-Jan-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Newhouse Kim
Boarding & Securing Bldg.		LOCATION:	2215 S. Tyler Ave.

COMPANY	BIDS
B & D Yardbuilders	$1,201.00
Jordan Disposal	$1,171.00
Nelson's Enterprises	$1,950.00
Neece Concrete	$4,646.00


Council bill 2018-352
2215 S. TYLER







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date February 5, 2018

Item: COUNCIL BILL NO. 2018-352
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 352
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan 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 2215 S. Tyler.

Summary: The above listed address was "tagged" as a dangerous building on September 29, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 5, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on January 19, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 1,171.00
Nelson Enterprises	$ 1,950.00
B&D Yardbuilders	$ 1,201.00
Neece Concrete	$ 4,646.00

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 $ 1,171.00 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. 2018 – 352 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 located at 2215 S. Tyler. in the City of Joplin, Missouri, for One Thousand One Hundred Seventy-One and 00/100 Dollars ($1,171.00); 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 One Thousand One Hundred Seventy-One 00/100 Dollars ($1,171.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2215 S. Tyler.

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 2215 S. Tyler. and legally described as:

ALL OF LOTS NUMBERD EIGHTEEN (18) AND NINETEEN (19) IN BARLETT'S FIRST ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 5, 2018
Council Bill No. 2018-403

Item: Work Authorization Number 3 (PwC-DR1-2-ADM-3) to the Master Services Agreement between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC)
Originating Department: Planning, Development and Neighborhood Services

ATTACHMENTS: 1) Work Authorization Number 3
2) Council Bill No. 2018-403

Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Sam L. Anselm

Recommended Action: Approval of Council Bill No. 2018-403 for the execution of Work Authorization Number 3 of the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

INTRODUCTION:

The City of Joplin entered into a consulting agreement with PricewaterhouseCoopers Public Sector LLP (PwC) on April 20th, 2017 to provide administrative and consulting services for the City's Community Development Block Grant Disaster Recovery (CDBG-DR) program. The recovery program is funded by two CDBG-DR grants that were awarded by the federal Department of Housing and Urban Development (HUD). The first award by HUD includes $45,266,709 in disaster recovery assistance received in 2012. The second award by HUD includes $113,276,000 in disaster recovery assistance received in 2013.

DISCUSSION:

On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. In conjunction to the capital plan, PricewaterhouseCoopers has incurred and will incur additional Activity Delivery and Program Administration Costs related to the continued progression of the individual projects and overall program associated with the CDBG-DR funding.

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement, and compliance oversight of CDBG-DR requirements. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included

in the Capital Plan budgets approved by City Council on July 6, 2015. Program Administration Costs are those administrative costs that attribute to the overall reporting, compliance, monitoring, oversight, coordination, and financial record keeping of the grant as a whole.

This Work Authorization provides $1,308,572 for Activity Delivery Costs which are part of the direct implementation of projects including the Joplin Senior Citizens Center phases 1 & 2, Joplin Bungalows, Trail Construction, 20th and Main Street Improvements, Crossroads Industrial Park phases 1 & 2, the Advanced Training and Technology Center phases 1 & 2, Early Childhood Center, Infrastructure and Sanitary Sewer Improvements. Additionally, $296,228 in Planning Costs and $345,315 in General Administration Costs are included in Work Authorization #3 associated with the aforementioned Program Administration tasks. Overall, Work Authorization #3 provides for a total of $1,950,115 effective through July 31, 2018.

RECOMMENDATION:

Approve the execution of Work Authorization #3 of the Master Services Agreement for Professional Administrative and Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) in an amount not to exceed $1,950,115 with an emergency clause.

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 consulting work on public infrastructure and public facilities projects to begin immediately.

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP Address: 1800 TYSONS BLVD, 6TH FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Riz Shah, Principal	
Department: Planning Development & Neighborhood Services		Phone: 202-412-5066	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-3
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated February 1, 2018 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between PricewaterhouseCoopers Public Sector LLP ("PWC") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated April 17, 2017 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

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

5. **Payment**. Client will compensate PWC under the terms in Exhibit A for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 3 exceed the sum of $1,950,115.00.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall include 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, 2018, 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. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, 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 Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

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

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

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

REVIEWED FOR APPROVAL

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

PRICEWATERHOUSECOOPERS Public Sector LLP

By: _____

Printed Name: _____ _____

Title: _____ _____

Date: _____

CITY OF JOPLIN

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-3

1. General:
The Scope of Services identified in this Work Authorization are associated with the First through Ninth Partial Action Plans.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

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

3. Term:

All work tasks under this Work Authorization shall be completed no later than July 31, 2018 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services and Budget for Proposed Work Authorization Number 3:

Round I	ADC	Admin	Planning
Round I Totals:	$ 307,863	$ 99,926	$ 105,372
Round II	**ADC**	**Admin**	**Planning**
Round II Totals:	$ 1,000,709	$ 245,389	$ 190,856
Work Authorization 3 Totals:	$ 1,308,572	$ 345,315	$ 296,228
	Grand Total		$ 1,950,115

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs. The majority of the tasks proposed under this Work Authorization are anticipated to be ADC specific.

5. Payment/Fee Schedule:

Role	Hourly Rate
Principal	$230
Director	$210
Manager	$190
Senior Associate	$165
Associate	$145
Analyst	$110
Recovery Specialist	$100
Support Specialist 3	$75
Support Specialist 2	$40
Support Specialist 1	$30

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

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, PWC may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for PWC's personnel or on PWC's income or property.

   Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

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

AGREED AND ACCEPTED:

DATE: _____

PricewaterhouseCoopers Public Sector LLP

BY: _____

NAME:
TITLE:

City of Joplin

BY: _____

NAME:
TITLE:

COUNCIL BILL NO. 2018-403 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #3 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed One Million, Nine Hundred Fifty Thousand, One Hundred Fifteen Dollars ($1,950,115) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

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

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

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 and $113,276,000 in Community Development Block Grant Disaster Recovery Assistance under Public Law 113-2 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the City of Joplin entered into a Master Agreement for Professional Administrative Support Services with PricewaterhouseCoopers Public Sector LLP (PwC) on April 20, 2017.

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

Section 1. That the City execute Work Authorization Number 3 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC) to provide planning and administrative activities, not to exceed One Million Nine Hundred Fifty Thousand, One Hundred Fifteen Dollars ($1,950,115).

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, and on behalf of the City of Joplin.

Section 3. 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 consulting work on public infrastructure and public facilities projects to begin immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2018, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 5, 2018

ITEM: COUNCIL BILL NO. 2018-500
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm
Director of Planning: Troy Bolander

INTRODUCTION:
This Council Bill approves an addendum to the original agreement to transfer the repayment rights of the 1717 Marketplace TIF and TDD revenue stream.

DISCUSSION:
In the late summer of 2012, the developer for the 1717 Market Place TIF filed bankruptcy. During 2013, the court ordered the City to make the TIF payments to a receivership for the bank holding the loan on the development. The receivership then placed the property and the TIF/TDD revenue stream up for auction on May 19, 2014.

As a result of the auction, the court approved the assets to be split and sold to three different buyers. The successful bidder for the TIF/TDD revenue stream was WBB, LLC. As set forth in the TIF Redevelopment Agreement, the City approved the sale of the project property and entered into an agreement to transfer repayment rights.

This TIF is nearly completely constructed. However, there is one major piece of the development that is not complete. The 15th Street access easement from Rangeline Road to the Wal-mart property has not been built to city street specifications and dedicated to the City. The original transfer agreement with WBB set forth certain stipulations in completing the TIF projects, specifically 15th Street.

Staff recently presented options to Council to complete the construction of 15th Street. The projected costs are more than the amount set forth in the agreement with WBB. In order to complete the construction in the most cost effective manner and without incurring additional interest costs and extending the time of the TIF, Council informally agreed to have the City complete the work ourselves and be reimbursed by the TIF once WBB's original obligation has been repaid. Therefore, this addendum to the original agreement solidifies that WBB will no longer be required to complete the construction of 15th Street, as well as sets out the remaining final costs to be paid to them under the TIF agreement.

In order for the City to complete the construction of 15th Street, the TIF will need to be increased to cover the additional cost. Staff is working on the required notice to the taxing jurisdictions and establishing a TIF Commission meeting in early April. The

increase in the TIF would then need to be formally ratified by the City Council following the action taken by the TIF Commission.

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

COUNCIL BILL NO. 2018-500 ORDINANCE NO.

AN ORDINANCE approving an Addendum to Agreement to Transfer Repayment Rights by and between the City of Joplin and BBT Joplin, LLC for the 1717 Market Place Tax Increment Financing Plan; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, on May 19, 2014, pursuant to Cause No. 13AO-CC00265 in the Circuit Court of Jasper County, Missouri, certain real property and rights owned by the developer of the 1717 Market Place Tax Increment Financing Plan (the "TIF Plan") were auctioned for sale; and

WHEREAS, WBB, LLC submitted a bid and was deemed by the Circuit Court to be the winning bidder of the right to repayment of the tax increment financing revenues and the transportation development district revenues generated by the TIF Plan; and

WHEREAS, pursuant to the Tax Increment Financing Redevelopment Agreement Between the City of Joplin, Missouri and 1717 Market Place, LLC, the developer's rights, duties, and obligations under said Agreement may not be assigned without the prior written consent of the City; and

WHEREAS, the City Council approved the assignment of certain rights, duties, and obligations of the developer pursuant to the terms of an Agreement to Transfer Repayment Rights; and

WHEREAS, the City Council desires to amend the agreement to release WBB, LLC. from its obligation to complete the outstanding project remaining in the 1717 Market Place TIF Plan and specify the remaining costs to be certified to the developer.

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

Section 1. That the Addendum to Agreement to Transfer Repayment Rights, a copy of which is attached hereto as Exhibit A, is hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1)(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the preservation of property, health, and safety and relating to public improvements, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

ADDENDUM TO AGREEMENT TO TRANSFER REPAYMENT RIGHTS

This ADDENDUM TO AGREEMENT TO TRANSFER REPAYMENT RIGHTS (this "**Addendum**") is entered into as of _____, 2018 by and between the City of Joplin, Missouri (the "**City**") and BBT Joplin, LLC, assignee of WBB, LLC ("**Purchaser**").

RECITALS

WHEREAS, the City and Purchaser entered into an Agreement to Transfer Repayment Rights dated July 21, 2014 (the "**Agreement**") that includes obligations in Sections 4 and 5 of the Agreement related to the funding and construction of improvements to 15th Street (the **"15th Street Improvements"**) subject to certain conditions; and

WHEREAS, Section 5 provides that if at any time during the process to perform its obligations in the Agreement related to the 15th Street Improvements, Purchaser determines that the costs are reasonably projected to exceed $750,000, Purchaser shall notify the City and provide cost information for the City to review and, after the City in consultation with the Purchaser, reviews said information, City shall respond to Purchaser indicating whether it concurs with the Purchaser proceeding with performance of its obligations related to the 15th Street Improvements and, in the event the City does not concur with the Purchaser proceeding, the Purchaser shall be relieved of its obligations under the Agreement related to the 15th Street Improvements; and

WHEREAS, the Purchaser has informed the City that costs associated with the 15th Street Improvements are reasonably expected to exceed $750,000 and, following consideration and review, the City Council has determined that it does not concur with the Purchaser proceeding and that the Purchaser should be relieved of its obligations under the Agreement related to the 15th Street Improvements; and

WHEREAS, Purchaser has incurred certain costs in conjunction with its work and consultation with the City regarding the 15th Street Improvements which are Reimbursable Project Costs that the City has reviewed and certified for reimbursement to the Purchaser; and

WHEREAS, the City and Purchaser desire to approve this Addendum to Agreement to Transfer Repayment Rights to address the issues described herein regarding their respective obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Purchaser hereby agree as follows:

1. Pursuant to Section 5. 15th Street Improvements Costs of the Agreement, the City states that it does not concur with the Purchaser proceeding with performance of its obligations related to the 15th Street Improvements and the Purchaser is hereby relieved of its obligations under the Agreement related to the 15th Street Improvements.

2. Costs incurred by the Purchaser related to its work on the 15th Street Improvements totaling $157,717.47 are certified as Reimbursable Project Costs for payment to

the Purchaser in the same manner and in addition to the previously certified Reimbursable Project Costs specified in Section 6.- Certified TIF Costs of the Agreement. In addition, $19,459.46 in interest expenses are also certified as Reimbursable Project Costs subject to approval of an amendment to the Incentive Documents for increased costs associated with the 15th Street Improvements that will be submitted by the City staff to the TIF Commission and the City Council for approval.

3. The Purchaser shall not be entitled to payment for any additional Reimbursable Project Costs other than those specified in the Agreement and this Addendum.

4. Except as expressly provided in this Addendum, the Agreement to Transfer Repayment Rights shall remain unmodified and shall be in full force and effect.

5. This Addendum shall be attached to the Agreement to Transfer Repayment Rights, dated July 21, 2014.

The Parties hereby execute this Addendum, effective as of the date first written above.

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

ATTEST:

By: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter C. Edwards, City Attorney

BBT JOPLIN, LLC

By: _____

Name: _____

Title: _____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 5, 2018

ITEM: COUNCIL BILL NO. 2018-501
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 2017-2018 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 airport budget to complete the C & F Taxiway Project, which is 95% grant funded by the FAA. Revenue is being amended in the amount of $631,750.00, while expenses are being amended in the amount of $665,000.00.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $631,750.00 and increases expenditures by $665,000.00.

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

COUNCIL BILL NO. 2018-501 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, 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 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Six Hundred Thirty-One Thousand Seven Hundred Fifty Dollars and No Cents ($631,750.00) and by increasing appropriations by the total amount of Six Hundred Sixty-Five Thousand Dollars and No Cents ($665,000.00) 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 _____, 2018, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
29-Jan-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
405	Airport Fund					
	Airport	405-0000-470-0501	Airport Grant		631,750	-
	Airport	405-5004-520-8810	Construction in Progress			665,000
	Total Airport Fund			$	631,750	665,000
	Grand Total			$	631,750	665,000

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Rosin Preservation, LLC, whose address is 1712 Holmes, Kansas City, Missouri 64108, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to complete the East Town (Original Joplin) Historic Survey Phase I Project; and

WHEREAS, Consultant desires to provide services in furtherance of this survey to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Consultant agrees to diligently perform in a professional manner the following:

A. To provide services in completing an intensive level survey that includes approximately 200 properties. The level of documentation and number of survey forms will be determined in consultation with the State Historic Preservation Office (hereafter "SHPO"). The survey will be completed following SHPO's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form." Before starting work, the consultant will schedule a time with the SHPO grant monitor to discuss the survey boundary, level of documentation, and how resources will be recorded.
B. Complete a research design, survey forms, a final survey report and hold public meetings.
C. Provide one boundary map (scale 1" =200'), of survey boundary and potential National Register district.
D. Provide digital color photographs of each surveyed resource provided in JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Final digital images files must be labeled according to National Register standards. Furthermore, provide hard copy of 8" x 10" or 5" x 7" black and white photographs that meet requirements of the State Historic Preservation Office.
E. Any other product(s) required or requested by SHPO for successful completion of the survey.

ARTICLE II – AGREEMENT SCOPE AND TIME

The scope of work must be completed by the end of August 2018, and final milestones to be determined in conference with Rosin and SHPO.

Email submission of signed consultant contract to the SHPO.	03/13/18
Consultant will contact the SHPO to discuss the level of documentation for the project. An email documenting this discussion will be submitted to the consultant and the City of Joplin by the grant monitor (date approximate).	03/20/18
Submission of a draft research design in digital format to the SHPO for review and approval. Email submission of documentation for the first of two public information meetings (meeting date is approximate only).	04/13/18
Submission of final research design in digital format and hard copy. Submission of 5 complete sample inventory forms (and site plans as appropriate) in digital format and digital color JPEGs, to the SHPO for review and approval.	05/04/18
Submission of fully complete draft digital inventory forms (and site plans as appropriate), digital color JPEGs, and a digital survey map to the SHPO for review and approval. Submission of a sample hard copy photo to test paper and ink quality to the SHPO for review and approval. Mid-term budget report due.	06/11/18
Submission of final inventory forms (and site plans as appropriate), maps and photos in digital and hard copy format to the SHPO for review and approval. Submission of draft survey report in digital format to the SHPO for review and approval.	07/20/18
Submission of final survey report to the SHPO for review and approval, and submission of documentation for the second public meeting (date approximate).	08/20/18
Submission of final project report and fiscal data.	08/22/18

It is acknowledged by the Parties that the adherence to this timetable is due not only to the performance of the Consultant, but also upon the timely review of draft materials and their return to the Consultant for any necessary editing.

ARTICLE III – GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, including but not limited to those contained in Exhibit "B."

2. The Consultant shall complete the work in a diligent manner.

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

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

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, projection reports, drawings, specification and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV – RESPONSIBILITES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

5. Consultant represents that it has professional working knowledge of National Register Bulletins and SHPO requirements.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant,

2. Ensure access to City facilities, personnel and information as requested by Consultant.

3. Provide all historic and current relevant information, data and photographs to Consultant.

ARTICLE V – COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for a lump-sum of $29,500.00, including all professional time, travel, materials and supplies, expenses, etc., payable according to the following schedule:

    a. Initial Payment, $15,000.00, Submission of fully complete draft

    b. Final Payment, $14,500.00, due following the approval of all materials by the City and by SHPO

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

A. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII – MISCELLANEOUS

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

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

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

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breath of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

E. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

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

H. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit or any other persons or entities.

ARTICLE IX – AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

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

FOR THE CONSULTANT

Rosin Preservation, LLC

BY: Elizabeth Rosin
Principal

DATE: 1/25/2018

FOR THE CITY

City of Joplin, Missouri

BY: Sam Anselm
City Manager

DATE: _____

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Elizabeth and I am the CEO of the Rosin Preservation, LLC. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of January, 2018.

Notary Public

My commission expires:
2/22/21

KATIE KAUFFMAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 22, 2021
Commission # 17851778

COUNCIL BILL NO. 2018-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Rosin Preservation, LLC; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Rosin Preservation, LLC, are desirous of entering into an agreement whereby Rosin Preservation, LLC will provide professional services to complete the East Town (Original Joplin) Historic Survey Phase I Project.

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

Section 1: That an Agreement between the City of Joplin, Missouri, and Rosin Preservation, LLC is entered into for twenty-nine thousand five hundred dollars ($29,500), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 5, 2018

Item: Council Bill No. 2018-404
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) East Town (Original Joplin) Historic Survey Phase I Agreement
2) Council Bill No 2018-404

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The following agreement is between the City of Joplin and Rosin Preservation, LLC to provide professional services to conduct the first phase of East Town (Original Joplin) Historic Survey.

DISCUSSION:
The Joplin Historic Preservation Commission, in an effort to identify the historic assets of the City, has determined that the East Town neighborhood is a priority to identify contributing properties and eligibility for the City of Joplin's second historic district. The agreement with Rosin Preservation, LLC is for twenty-nine thousand five hundred dollars ($29,500) of which the City of Joplin will be reimbursed for fifty percent ($14,750) with State Historic Preservation Office CLG grant funds.

The area of this first of two phases is roughly from North Street to Broadway Boulevard, and Landreth Park to St. Louis Street. Rosin Preservation LLC has previously entered into an agreement with the City of Joplin to conduct a survey for the Murphysburg Historic District.

RECOMMENDATION:
Staff recommends approval of the agreement, with the enthused support of the Historic Preservation Commission.