COUNCIL AGENDA
Tuesday, February 20, 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**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Quarterly Update From Rob O'Brian, President Of Joplin Area Chamber Of Commerce

6. **Citizen Requests And Petitions**

   1. Tom Rogers, 3517 Hackberry Lane, Joplin MO, Would Like To Address Council Regarding Odors In The City And Surrounding Suburbs. Feedback To Be Provided Via Petition From Residents And City Visitors.

7. **Public Hearings**

8. **Consent Agenda**

   1. February 5, 2018 City Council Meeting Minutes

      Documents:

      FEB 5 2018-CC MINS.PDF

   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:

      CB2018-251.PDF

   3. 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:

      CB2018-404.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2018-018
   AN ORDINANCE approving a Real Estate Exchange Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the State of Missouri Office of Administration Division of Facilities Management, Design, and Construction, dealing generally with the transfer of property situated near Memorial Hall; authorizing the City Manager to execute said Real Estate Exchange Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

   Documents:

   SUMMARY_CB2018-018 MEMORIAL HALL LAND SWAP WITH STATE OF MISSOURI.PDF
   CB 2018-018_MEMORIAL HALL LAND SWAP WITH STATE OF MISSOURI.PDF
   MEMORIAL HALL STATE OF MISSOURI PARKING LOT EXCHANGE AGREEMENT_FOR CB2018-018.PDF

2. COUNCIL BILL NO. 2018-108

   AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons Inc. for the construction of the Surface Project 4003, in the amount of Two Million, One Hundred Three Thousand, One Hundred Eighty-Three and 95/100 Dollars ($2,103,183.95); 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.

   Documents:

   4003 EXHIBIT ONE FOR COUNCIL.PDF
   16001 - BID OPENINGS (CORRECTED).PDF
   16001 - CONTRACT (2018-02-09).PDF
   SUMMARY SHEET CB 2018 EMERY SAPP AND SONS INC 4003 SURFACEPROJECT.PDF
   CB 2018-108 EMERY SAPP AND SONS INC -4003 SURFACE PROJECT.PDF

3. COUNCIL BILL NO. 2018-109
   AN ORDINANCE approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. for the construction of the Storm project #19, Mohaska Water Quality Improvements, in the amount of Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 dollars $264,903.85; 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.

   Documents:

   18.02.06_AGREEMENT_JOPLIN P19.PDF
   CB 2018-109 ASBELL CONSTR- STORM 19.PDF
   STORM 19_PROJECT AREA.PDF
   STORM PROJECT 19 - BID TAB-SIMPLE_ENGINEERSEST.PDF
   SUMMARY SHEET CB 2018-109 STORM 19-ASBELL CONSTR.PDF

4. COUNCIL BILL 2018-406
   AN ORDINANCE authorizing the City of Joplin to enter into an Agreement

with the Area Agency on Aging, Region X, to provide furniture, fixtures and equipment for the Senior Center in an amount not to exceed Two hundred thousand dollars ($200,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents:

CB 2018-406 AGREEMENT.PDF
CB 2018-406 SUMMARY.PDF
CB 2018-406.PDF

5. COUNCIL BILL NO. 2018-502
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2018-502 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2018-502 BUDGET AMENDMENT FY 2017 ORDINANCE.PDF
CB 2018-502 SCHEDULE A FY 2017 BUDGET AMENDMENT.PDF

6. COUNCIL BILL NO. 2018-503
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 2018-503 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2018-503 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2018-503 SCHEDULED A FY 2018 BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO 2018-405
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB 2018-405 AGREEMENT.PDF
CB 2018-405 SUMMARY.PDF
CB 2018-405.PDF

2. COUNCIL BILL NO. 2018-600
AN ORDINANCE: Approving the job descriptions for Concessions Coordinator, Athletic Coordinator and Golf Lead Cashier and the placement of the positions within the Salary Administration Plan for the City of Joplin.

Documents:

CB2018-600-SUMMARY SHEET.PDF
GOLF LEAD CASHIER- PARKS RECREATION DEPARTMENT.PDF

CONCESSION COORDINATOR- PARKS RECREATION DEPARTMENT.PDF
ATHLETIC COORDINATOR- PARKS RECREATION DEPARTMENT.PDF
CB 2018-600-COUNCIL BILL.PDF

3. COUNCIL BILL NO. 2018-601

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

LANDRETH PARK FIELDS LEASE AGREEMENT DISCUSSION SHEET.PDF
2018 LANDRETH LITTLE LEAGUE LEASE.PDF
CB 2018-601 COJ JOPLIN LITTLE LEAGUE LEASE OF LANDRETH PARK.PDF

4. COUNCIL BILL NO. 2018-602

AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district.

Documents:

CB2018-602-EXHIBIT A.PDF
CB2018-602-ORDINANCE.PDF
2018-602 SUMMARY SHEET.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Discussion Of Use Tax Committee
2. Boards - Commissions: Appointments - Reappointments
3. News From The Public Information Officer, Lynn Onstot

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING

February 5, 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 City Clerk Barbara Gollhofer

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

ROLL CALL – Answering Roll Call were Taylor Brown, Miranda Lewis, Dan McCreary, Michael Seibert, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Melodee Colbert-Kean Motion by Mr. West, second by Mr. McCreary to excuse Mrs. Colbert-Kean. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures – read by City Clerk Barbara Gollhofer

Public Hearing for COUNCIL BILL NO. 2018-251.

Mayor Seibert opened the Public Hearing.

James Whitford, 215 E. 8th Street, Galena MO 65656, appeared in favor of this item.

No one appeared in opposition of this item.

The Public Hearing was closed.

Mr. West introduced 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. Motion by Mr. West, second Mr. Stanley, to place CB2018-251 on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The council bill was read as **Council Bill No. 2018-251**

Public Hearing for Resolution No. 2018-004.

Mayor Seibert opened the Public Hearing.

Appearing in favor of this item was James Whitford, 215 E. 8th St. Galena, MO.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. West introduced Resolution No. 2018-004 - A RESOLUTION granting a Special Use Permit for the operation of a group residential facility located at 1112 E. Second Street, in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mr. Shaw to approve Resolution No. 2018-004. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1.

CONSENT AGENDA – Motion by Mr. Shaw, second by Mr. Stanley, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1.

Amended Minutes of the January 2, 2018 City Council Meeting

Minutes of the January 16, 2018 Council Meeting

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. **Ordinance No. 2018-008**

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. **Ordinance No. 2018-009**

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. **Ordinance No. 2018-010.**

RESOLUTIONS

ORDINANCES-EMERGENCY

Mr. McCreary introduced 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. Motion by Mr. McCreary, second by Mr. West to amend Council Bill No. 2018-016 to add to Section 1. (8) …. ***or on the length of any median separating the traffic***

at such intersection. Voting in favor of this amendment were Council Members: Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 7. Nays: Brown, 1. Absent: Colbert-Kean, 1.
Motion by Mr. Stanley, second by Mr. Shaw that Amended Council Bill No. 2018-016 be approved on an emergency basis. Voting in favor were Council Members Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 7. Nays: Brown, 1. Absent: Colbert-Kean. The Amended Council Bill was declared adopted and entitled **Ordinance No. 2018-011**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. McCreary that Council Bill No. 2018-017 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stinnett, and West, 7. Nay: Stanley, 1. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-012**.

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. McCreary that Council Bill No. 2018-105 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-013**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. McCreary that Council Bill No. 2018-106 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, and West, 7. Nays: Stinnett, 1. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-014.**

Mr. West introduced 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. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2018-351 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-015.**

Mr. Brown introduced 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. Motion by Mr. Brown, second by Mr. Stinnett that Council Bill No, 2018-352 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-016.**

Mr. West introduced 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. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2018-403 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-017.**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2018-500 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, Seibert, Shaw, Stanley, Stinnett, and West, 7. Nays: McCreary, 1. Absent: Colbet-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-018**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2018-501 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-019.**

ORDINANCES – FIRST READING

Mr. West introduced 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. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2018-404 be passed and First Reading and advance to Second and Third Reading and passed. Voting in favor were Council Members: Brown, Lewis, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was read as **Council Bill No. 2018-404.**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
News from the PIO, Lynn Onstot

There will be a Public Hearing for citizens to attend this Thursday, February 8 to learn more about Empire's proposal to build a wind farm and to close the Asbury power plant. The public hearing will take place at 6 p.m. on Thursday, February 8 at Missouri Southern State University's Cornell Auditorium in Plaster Hall. This meeting is a great opportunity to learn more about these plans and to ask questions as needed. Citizens can also provide comments during this public hearing about Empire's proposal.

We'd like to give a shout out to Joplin Parks and Rec for having several amenities recognized in the Best of the Four States promotion by a local media source. This year Cunningham Park, Schifferdecker Golf Course and Joplin Athletic Complex have all been nominated as a finalist in their specific categories. Congratulations to our staff in Parks and Rec who make Joplin a great place to play!

In observance of President's Day on Monday, February 19 the Joplin City Council's regularly-scheduled third Monday meeting will be held on Tuesday, February 20. City Hall and other City services, including the Sunshine Lamp Trolley and MAPS system, will be closed on President's Day, Feb. 19. Services of the Police and Fire department, as well as Airport operations, will continue to be available 24/7.

Residential trash service will NOT change due to this closing, and Monday pick-ups will be completed on that day.

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. Motion by Mr. Shaw, second by Mr. McCreary to go into closed session. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1.

The meeting was adjourned at 8:50 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

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.

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.

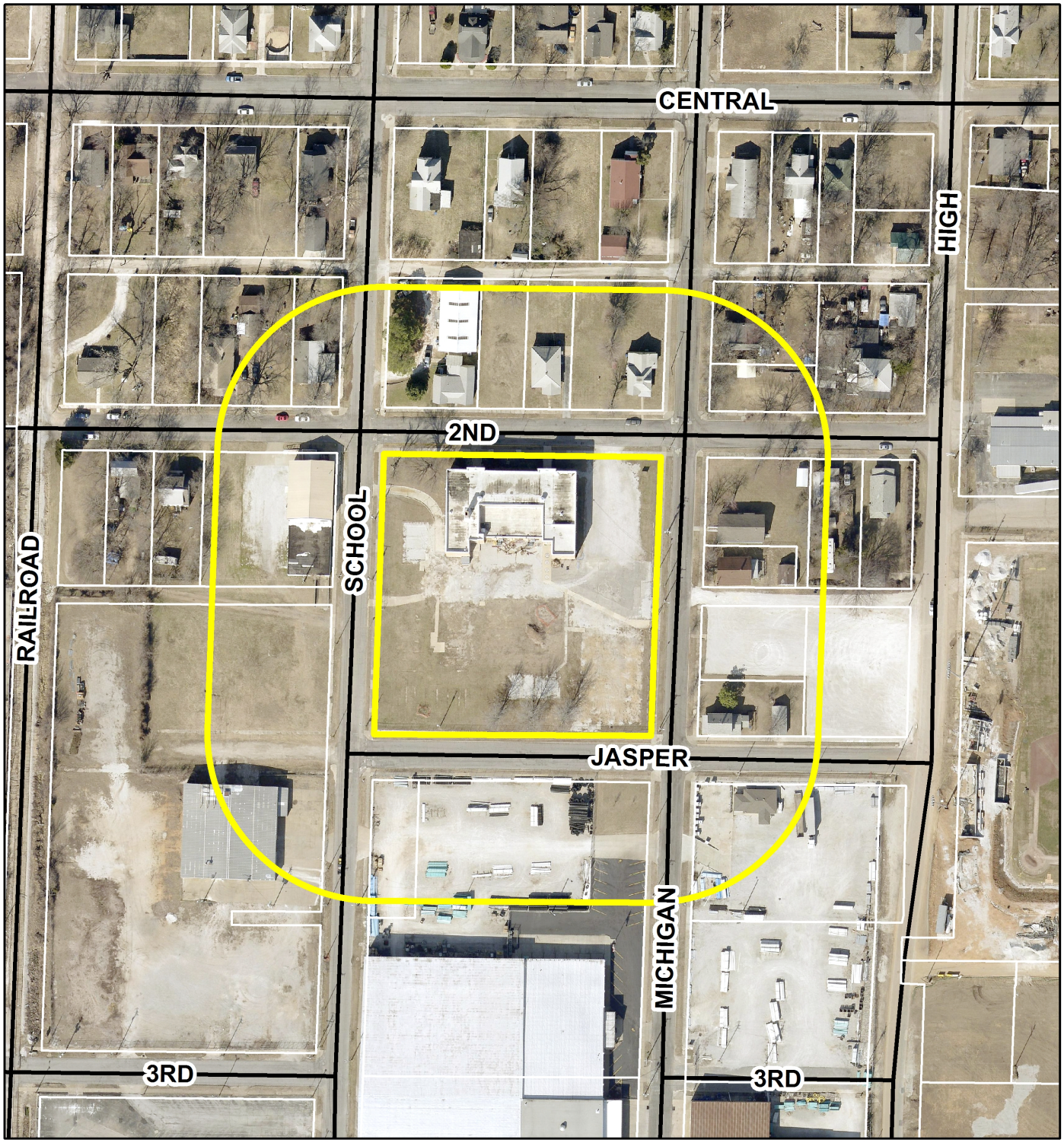
DISCUSSION

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

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

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.

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 20, 2018
ITEM: Council Bill No. 2018-018, approves a Real Estate Exchange Agreement by and between the City of Joplin and the State of Missouri Office of Administration Division of Facilities Management, Design, and Construction relating to Memorial Hall.

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2018-018; Exhibit – Real Estate Exchange 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 Real Estate Exchange Agreement by and between the City of Joplin and the State of Missouri Office of Administration Division of Facilities Management, Design, and Construction, for property situated near Memorial Hall.

DISCUSSION:

On May 1, 2017, Council passed Ordinance 2017-068, approving a Letter of Intent between the City of Joplin and State of Missouri for a proposed exchange of properties near Memorial Hall. The attached Real Estate Exchange Agreement incorporates the Letter of Intent into a formal contract.

The State of Missouri owns property in the City of Joplin that is located at the corner of S. Wall Avenue and W. 8th Street and presently contains a parking lot for the Joplin Job Center ("the existing Job Center parking lot"). The City would like to acquire the existing Job Center parking lot for the purpose of building a performing arts center. The City currently owns property in the 700 block of South Wall Ave adjacent to the Joplin Job Center ("the property adjacent to the Job Center"). The City is willing to construct a paved parking lot on the property adjacent to the Job Center and exchange it with State for the existing Job Center parking lot. The State is willing to accept such an exchange. The exchange is a land swap; no money will be paid by either party, although the City is obligated to pave its property before transferring it to the State. The land swap must be completed by July 1, 2018.

RECOMMENDATION:

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

PCE:ab
attachment

COUNCIL BILL NO. 2018-018 ORDINANCE NO.

AN ORDINANCE approving a Real Estate Exchange Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the State of Missouri Office of Administration Division of Facilities Management, Design, and Construction, dealing generally with the transfer of property situated near Memorial Hall; authorizing the City Manager to execute said Real Estate Exchange 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 Real Estate Exchange Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the State of Missouri Office of Administration Division of Facilities Management, Design, and Construction, dealing generally with the transfer of property situated near Memorial Hall, 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

REAL ESTATE EXCHANGE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____201__, by and between Eric. R. Greitens, Governor of the State of Missouri, pursuant to authority granted to him by section 5 of Senate Bill 210 of the First Regular Session of the 93rd General Assembly, acting by and through the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter "FMDC" or "the State") and the City of Joplin, Missouri ("the City").

THE PARTIES HERETO STATE AS FOLLOWS:

The State owns property in the City of Joplin that is located at the corner of S. Wall Avenue and W. 8th Street and presently contains a parking lot for the Joplin Job Center ("the existing Job Center parking lot").

The City would like to acquire the existing Job Center parking lot for the purpose of building a performing arts center.

The City currently owns property in the 700 block of South Wall Ave adjacent to the Joplin Job Center ("the property adjacent to the Job Center").

The City is willing to construct a paved parking lot on the property adjacent to the Job Center and exchange it with State for the existing Job Center parking lot.

The State is willing to accept such an exchange.

NOW THEREFORE, in considerations of these premises and the mutual promises contained herein, the parties agree as follows:

1. Exchange

1.1 The State shall convey to the City by quit claim deed, in accordance with section 5 of Senate Bill 210 of the First Regular Session of the 93rd General Assembly, the existing Job Center parking lot, which is described more particularly on Exhibit B attached hereto and incorporated herein by reference.

1.2 The City shall convey to the State by general warranty deed, with full covenants, the property adjacent to the Job Center, which is more particularly described in Exhibit C attached hereto and incorporated herein by reference.

1.3 The exchange of property by the State and the City as described above is contingent upon the completion by the City of the requirements set forth in section 5.

1.4 The exchange of property is also contingent upon approval of this Agreement by the U.S. Department of Labor. Should the U.S. Department of Labor not approve of this Agreement, this Agreement shall be void and of no effect.

1.5 The exchange of properties will occur within 30 days of substantial completion of the parking lot, or as otherwise agreed by the parties, and shall occur no later than July 1, 2018, unless extended by written agreement of the parties.

2. Title

2.1 The State shall transfer title to the existing Job Center parking lot to the City, and the City shall transfer title to the property adjacent to the Job Center to State, subject to zoning regulations, rights of way and utility easements of record that do not materially impair the uses and improvements of the real properties to which each party intends to put them and that might reasonably be expected considering the general character of the area and neighborhood in which said properties are located. Title to both properties shall be marketable in fact and insurable.

2.2 Not later than ten (10) days after the date of this Agreement, each party shall order a commitment for title insurance on their respective real property from _____ ("the Title Company") for both an owner's policy of title insurance and for a lender's policy of title insurance (if required by a lender) in the latest ALTA form, including mechanics lien coverage. The parties authorize and direct the Title Company to furnish the respective commitments to the other party. Each party shall pay the costs of their respective commitment. Each party shall be free to insure its title to the real property it receives in the exchange at its own cost following closing. However, neither party shall be responsible for paying the title insurance premiums to insure the title of the real property being conveyed to the other party at closing or after.

2.3 If any defect(s) are discovered as a result of either of the title commitments, the party affected by such defect(s) shall, within twenty-five (25) days after receipt of the title commitment, state in writing any title defect(s) that are unacceptable to that party and adversely affect the intended use of the real property by that party. Failure of a party to raise such defect(s) within the above time period shall constitute a waiver of such objection to the exchange of the real properties. Upon timely objection, the responding party shall have ten (10) days from receipt of written objection to agree in writing to correct such defect(s) prior to closing at the responding party's expense. However, if the responding party does not agree to correct such defect(s) and the objecting party does not agree in writing, within ten (10) days of the responding party's failure, to accept the property with such defect(s) "as is", then this Agreement shall terminate.

2.4 The City shall provide such affidavits as are necessary for State to secure mechanic's lien coverage.

3. Environmental Hazards

Each party hereto covenants to the other that the current officers, directors or other officials of each has no actual knowledge of any environmental hazards or the existence of any hazardous waste on the property. "Hazardous Waste" as used herein shall mean substances deemed hazardous pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) 42 USC Par. 9601 et seq. Neither party shall be forced to accept title to property containing hazardous waste.

4. Closing

The exchange of the real properties shall occur at a closing of this Agreement to be held at the offices of the Title Company within 30 days of substantial completion of the parking lot, or at such other time and place as the parties mutually agree. Closing costs shall be shared equally, except for title insurance premiums as set forth above.

5. Construction

5.1 The City will construct, at its expense, a parking lot on the property adjacent to the Job Center prior to conveying such property to the State. This shall include all necessary sidewalks adjacent to the parking lot.

5.3 The City will hire professional architects and/ or engineers registered by the State of Missouri to prepare and seal the construction drawings for the parking lot.

5.4 The City will provide the completed plans for the proposed parking lot construction to FMDC for review within 60 days of execution of this Agreement.

5.5 FMDC shall review the plans and provide any comments to the City within thirty (30) days of the receipt of the plans. Within 30 days of FMDC providing its comments to the City, the parties shall agree to the final plans and specifications to be sealed by the City's architect(s) and/or engineer(s). The approved final plans and specification shall become the basis for determining the City's compliance with its obligations under this Agreement.

5.6 The City shall contract for the construction of the parking lot in accordance with the approved final plans and specifications.

5.7 During construction, FMDC shall inspect the construction at least one time per calendar month and shall promptly notify the City in writing of any departure from the plans and specifications or any defects in construction, including either materials or workmanship, which FMDC finds unacceptable. The City will notify FMDC in writing when the departure or defect has been corrected. FMDC will inspect the correction within a time frame so as not to interfere with the construction schedule.

5.8 Upon notice from the City that construction of the parking lot is complete, FMDC will perform a final inspection and create a "punch list" of items requiring correction or completion. The City will correct or complete all the items noted on the punch list, to the extent that such items are part of the specifications and plans approved by the parties or amended by written change order. Notwithstanding the foregoing, upon completion of the parking lot in accordance with the final written specifications and plans or written amendments thereto, the City shall have completed such improvements as required by this Agreement and shall be entitled to the exchange of the real property as set forth in this Agreement.

5.9 The City's contract for construction shall provide a general guarantee of the construction for one year following the date of substantial completion, and shall provide that this guarantee as well as the City's right to recover against the construction contractor for breach of contract shall be assigned to State at closing.

5.10 All work on the property to be conveyed to the State by the City shall be done in accordance with the requirements set forth in Chapter 290, RSMo.

5.11 The parking lot and sidewalks constructed by the City shall be accessible as defined by the Americans with Disabilities Act, 42 U.S.C. Sections 12101, et. seq.

6. Risk of Loss

The City shall bear the risk of damage or loss to the new construction on the property adjacent to the Job Center up until the date of closing.

7. Restriction on Encumbrances

Neither party shall encumber either parcel or any interest therein pending closing. If such encumbrance occurs, the owner of the parcel shall fully discharge the same prior to closing and clear the record title to the property from such encumbrance.

8. The City's Right to Inspect

The City shall have the right at all reasonable times after the execution of this agreement to enter onto the existing Job Center parking lot in order to conduct

inspections of the property, including but not limited to soil borings. The City agrees to schedule times to enter into the property with FMDC so as to minimize disruption to staff at the Joplin Job Center.

9. Successors

Because the agreements contained herein are unique to the parties involved, the parties agree not to assign any rights, interests or obligations created by this Agreement to any other person or entity without the written consent of the other party, which shall not be unreasonably withheld.

10. Entire Agreement

This instrument contains the entire agreement between the parties and may not be changed or terminated orally. All amendments to this agreement must be in writing and must be signed by both parties.

11. Missouri Law Governs

This Agreement shall be interpreted and governed in accordance with the laws of the State of Missouri.

12. Notices

Any notice or demand that must be given under the terms of this Agreement or under any statute shall be in writing and shall be given in person or by mailing the same by certified mail, return receipt requested, to the other party at the addresses set forth below:

City of Joplin:

Sam Anselm, City Manager
602 S Main St
Joplin, MO 64801

Division of Facilities Management Design and Construction:

Cathy Brown, Director
Harry S Truman State Office Building
301 West High Street, Room 730
P.O. Box 809
Jefferson City, MO 65102

Either party may designate in writing a new or other address to which notices or demands shall be given. Any notice or demand given by mail shall be deemed delivered when deposited in a United States Post Office, enclosed in a certified, prepaid envelope, addressed as provided above.

13. Venue

This Agreement is entered into by and between the parties in Jasper County, Missouri, and involves the exchange and development of real property in Jasper County, Missouri. Therefore, any dispute related to this Agreement, either directly or indirectly, that may arise between the parties shall be resolved in a court of competent jurisdiction in Jasper County, Missouri.

14. Further Assurances

The parties to this Agreement shall promptly execute and deliver, or cause to be executed and delivered, any documents or instruments requested by the other party that the other party deems necessary to carry out the terms of this Agreement. Such documents shall be in a form and substance reasonably satisfactory to the requesting party. Such obligations shall be subject to the limitation that the parties shall only be required to do such things as they have the power and authority to do.

15. Time is of the Essence

Time is of the essence in the performance of the obligations of the parties under this Agreement.

16. Non-Discrimination Clause

The quit claim deed from the State to the City for Lots No. 97 and 98 of the exisiting Job Center parking lot shall contain the following condition:

The Grantee agrees for itself and any successor in interest not discriminate upon the basis of race, color, creed, or national origin in the sale, lease or rental or in the use or occupancy of the property hereby conveyed or any part thereof or an Improvements erected or to be erected thereon or any part thereof.

IN WITNESS WHEREOF, the parties have hereto have executed this Agreement on the day and year first above written.

CITY OF JOPLIN

DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

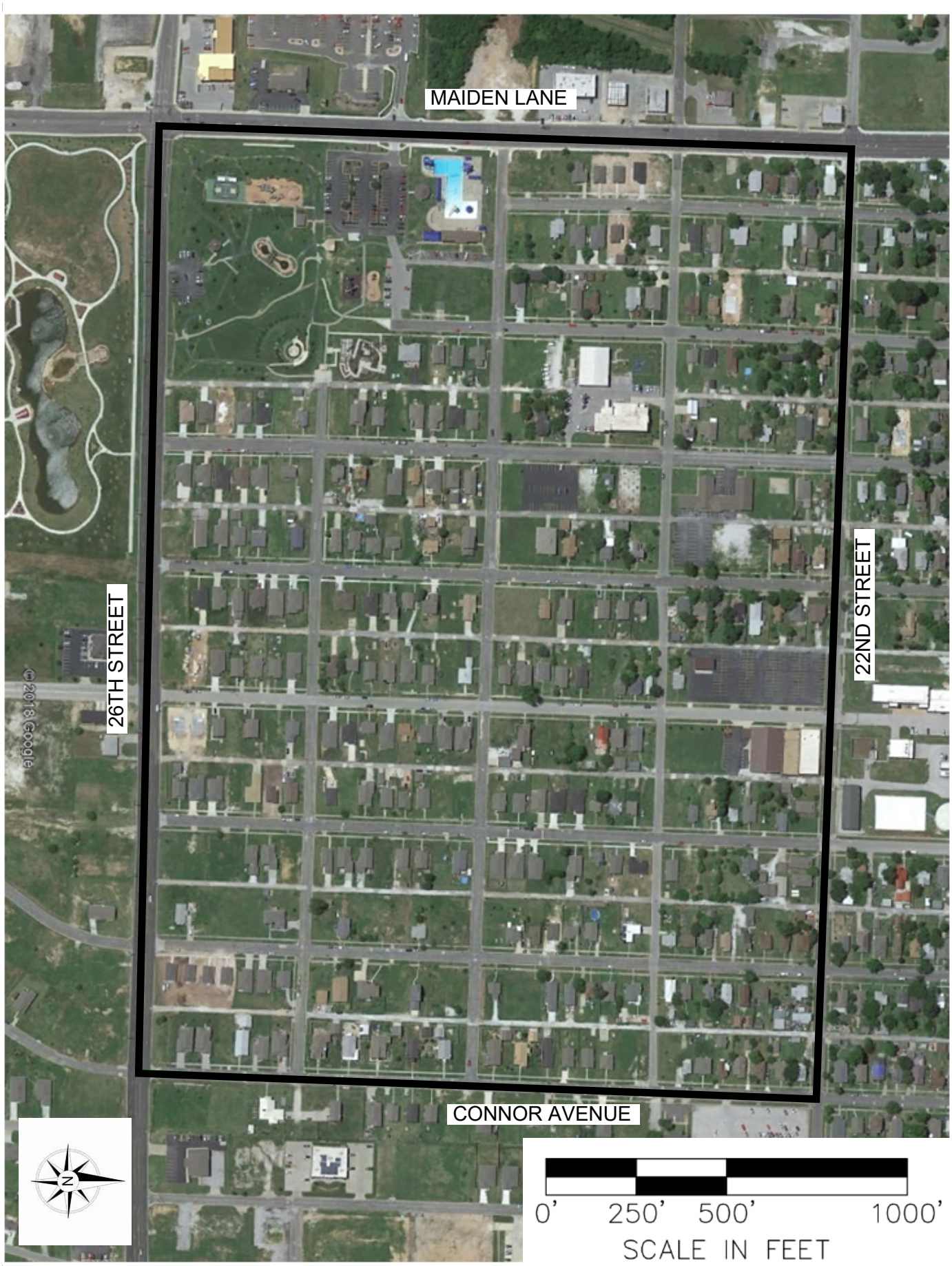
_____	_____
Sam Anselm, City Manager	Cathy Brown, Director
Date: _____	Date: _____

Exhibit B

All of Lots 97 to 100, inclusive, in Byer's and Murphy's Addition to Murphysburg, now in the City of Joplin, Jasper County, Missouri

Exhibit C

All of Lots 133 to 136, inclusive, in Byer's and Murphy's Addition to Murphysburg, now in the City of Joplin, Jasper County, Missouri.



PROJECT NO: 016-3356	Surface Project 4003 Project Area	CJW	5051 S National Ave, Suite 7A Springfield, MO 65810 TEL 417.889.3400 FAX 417.889.3402	EXHIBIT
DRAWN BY: JCR				1
DATE: 02/07/18				

Surface Project 4003
City of Joplin, MO
CDBG Project No: B-13-MS-29-0001
Bids Received: January 30, 2018 at 2:00 PM
Bids Tabulated By: AJT
Bids Checked By: JCR

Company	BID	APPARENT LOW
Engineers Est.	$ 2,652,103.85	
Emery Sapp & Sons Inc.	**$ 2,103,183.95**	Yes
A-Y-1, LLC	$ 2,249,257.90	No
Sprouls Const. Inc.	**$ 2,881,287.50**	No
Dalton-Killinger Const. Co.	$ 2,140,327.55	No
Bennett, Inc.	$ 2,670,967.00	No
Branco Enterprises, Inc	$ 2,379,731.30	No
D&E Plumbing & Heating	$ 2,423,546.93	No

Corrected mathematical error

AGREEMENT

CITY OF JOPLIN AND EMERY SAPP & SONS INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, 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:

SURFACE PROJECT 4003,
MAIDEN LANE TO CONNOR AVENUE AND 22ND STREET TO 26TH STREET
CDBG-DR GRANT NO. B-13-MS-29-001

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 October 8, 2018.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** 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.

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages

not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. **Commercial General Liability Insurance**, including coverage for 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 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. 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 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. **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 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.

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.

5. 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 Two Million One Hundred Three Thousand One Hundred Eighty-Three Dollars and Ninety Five cents ($2,103,183.95) 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.

6. 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 this project:

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.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 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.

6.2 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.

7. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. **Contractor's Responsibility for Subcontractors**.

   a. 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.

   b. 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.

   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **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.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **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 $2,800.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. **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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall

be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, 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.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days 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.

17. **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.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **Architectural Barriers.** This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. **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.

23. **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.

24. **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 (February 1, 2017 Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Acknowledgment
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

    Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Million One Hundred Three Thousand One Hundred Eighty-Three Dollars and Ninety Five cents ($2,103,183.95), said amount being subject to any approved addenda or change order.

25. **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.
26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

    c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

    d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor 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.

    a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

31. **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.

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

    a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally 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, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. Anti-Kickback Rules. The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, 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 discrimination 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

35. 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.

36. 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.

37. **Statement that Project is Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

    a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. **Federal Labor Standards Provisions.** The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

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

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

       Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

    c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has

access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such

applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses 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 Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities

generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

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

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the

performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

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

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

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

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

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

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

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

49. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
50. **Authorized Employees**. Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

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

52. **City of Joplin Conflict of Interest.**

    a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

    b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. **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.

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

55. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. **Reporting Requirements.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. **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.

58. **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.

59. **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.

    a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

60. **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.

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

62. **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.

CONTRACTOR: Emery Sapp & Sons, Inc.
5350 E. State HWY AA
Springfield, Missouri 65803

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.

By: _____

Printed Name: _____

Title: _____

Date: _____

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

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

Date: _____

APPROVED AS TO CDBG-DR

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018
Council Bill No. 2018-108

Item: Construction Agreement with Emery Sapp & Sons Inc. for the Surface Project 4003.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Agreement
4) Council Bill No. 2018-108

Public Works: David Hertzberg	Date:
Community Development: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a construction agreement with Emery Sapp & Sons Inc. in the amount of Two Million One Hundred and Three Thousand One Hundred Eighty-Three and 95/100 dollars $2,103,183.95 for construction of Surface Project 4003, funded through CDBG-DR.

Background: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016 the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Surface Project 4003. This project includes replacement of damaged sidewalks, curb & gutters, storm water inlets & pipes, ADA ramps at corners, and street pavement. The area for Surface Project 4003 is from Maiden Lane to Connor Avenue and from 22nd Street to 26th Streets. This is the third of several similar projects in the recovery area that focuses on repairing damaged public infrastructure.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on January 30, 2017 with 7 firms bidding. Emery Sapp & Sons Inc. provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts are signed and weather permits.

Recommendation: City staff recommends approval of a construction agreement with Emery Sapp & Sons Inc. in the amount of Two Million One Hundred and Three Thousand One Hundred Eighty-Three and 95/100 dollars $2,103,183.95 for construction of Surface Project 4003 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-108 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons Inc. for the construction of the Surface Project 4003, in the amount of Two Million, One Hundred Three Thousand, One Hundred Eighty-Three and 95/100 Dollars ($2,103,183.95); 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.

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

Section 1. That the said agreement by and between the City of Joplin and Emery Sapp & Sons Inc.; for the purpose of constructing the Surface Project 4003; in the amount of Two Million, One Hundred Three Thousand, One Hundred Eighty-Three and 95/100 Dollars ($2,103,183.95), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Distaster Recovery Fund (CDBG-DR)

Section 4 That the City hereby declares 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 as such, this Ordinance shall become effective immediately upon 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 J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG- DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT

CITY OF JOPLIN AND JEFF ASBELL EXCAVATING & TRUCKING, INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, 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:

STORM PROJECT 19,
Joplin, Mohaska Water Quality Improvements
CDBG-DR GRANT No. B-13-MS-29-0001

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 the Date of July 27th, 2018. All construction resulting in lane closures along Jackson Avenue shall be completed within a consecutive two-week period. A Substantial Completion Date for work will be June 29th, 2018. Substantial completion shall be defined as all asphalt and concrete work, including curb and gutter, sidewalks, drives, storm and roadway construction.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

    a. **Missouri Wage Rate:** 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.

    b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148)

as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **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 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. 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 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. 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 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.

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.

5. **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 Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 Dollars ($264,903.85) 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.

6. **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 this project:

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.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 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.

6.2 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.

7. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. **Contractor's Responsibility for Subcontractors**.

a. 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.

b. 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.

c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **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.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **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 $1,000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. **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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, 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.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days 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.

17. **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.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without

exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. Architectural Barriers. This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. 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.

23. 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.

24. 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 (February 1, 2017 Edition)
e. Special Conditions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
j. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed
n. Restriction on Lobbying

o. Affidavit for Federal Work Authorization Program
p. Certification Regarding Government-Wide Waiver and Release of Liens
q. Certificate of Contractor
r. Subcontractor Disclosure Form
s. Affidavit of Compliance with Prevailing Wage Law
t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 Dollars ($264,903.85), said amount being subject to any approved addenda or change order.

25. **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.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor 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.

    a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

31. **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.

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

    a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

    b. If any funds other than federally 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, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. **Anti-Kickback Rules.** The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. **Nondiscrimination**. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, 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 discrimination 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

35. 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.

36. 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.

37. Statement that Project is Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. Federal Labor Standards Provisions. The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses 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 Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

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

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals

without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

51. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels

therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

52. City of Joplin Conflict of Interest.

a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carryin g out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. 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.

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

55. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. 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.

58. 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.

59. 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.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

60. 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.

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

62. 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 therefore.

_____

Leslie Haase, Director of Finance

CONTRACTOR:

By: _____

Printed Name: Jacob Asbell

Title: President

Date:

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

Peter Edwards, City Attorney

By: David Hertzberg, P.E.
Public Works Director

Date:

APPROVED AS TO CDBG-DR

Troy Bolander, Director of Planning, Development & Neighborhood Services

COUNCIL BILL NO. 2018-109 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. for the construction of the Storm project #19, Mohaska Water Quality Improvements, in the amount of Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 dollars $264,903.85; 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.

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating & Trucking, Inc.; for the purpose of constructing the Storm project #19, Mohaska Water Quality Improvements; in the amount of Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 dollars $264,903.85, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Distaster Recovery Fund (CDBG-DR)

Section 4. That the City hereby declares 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 as such, this Ordinance shall become effective immediately upon 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 J. Gollhofer, City Clerk

APPROVED AS TO FORM:

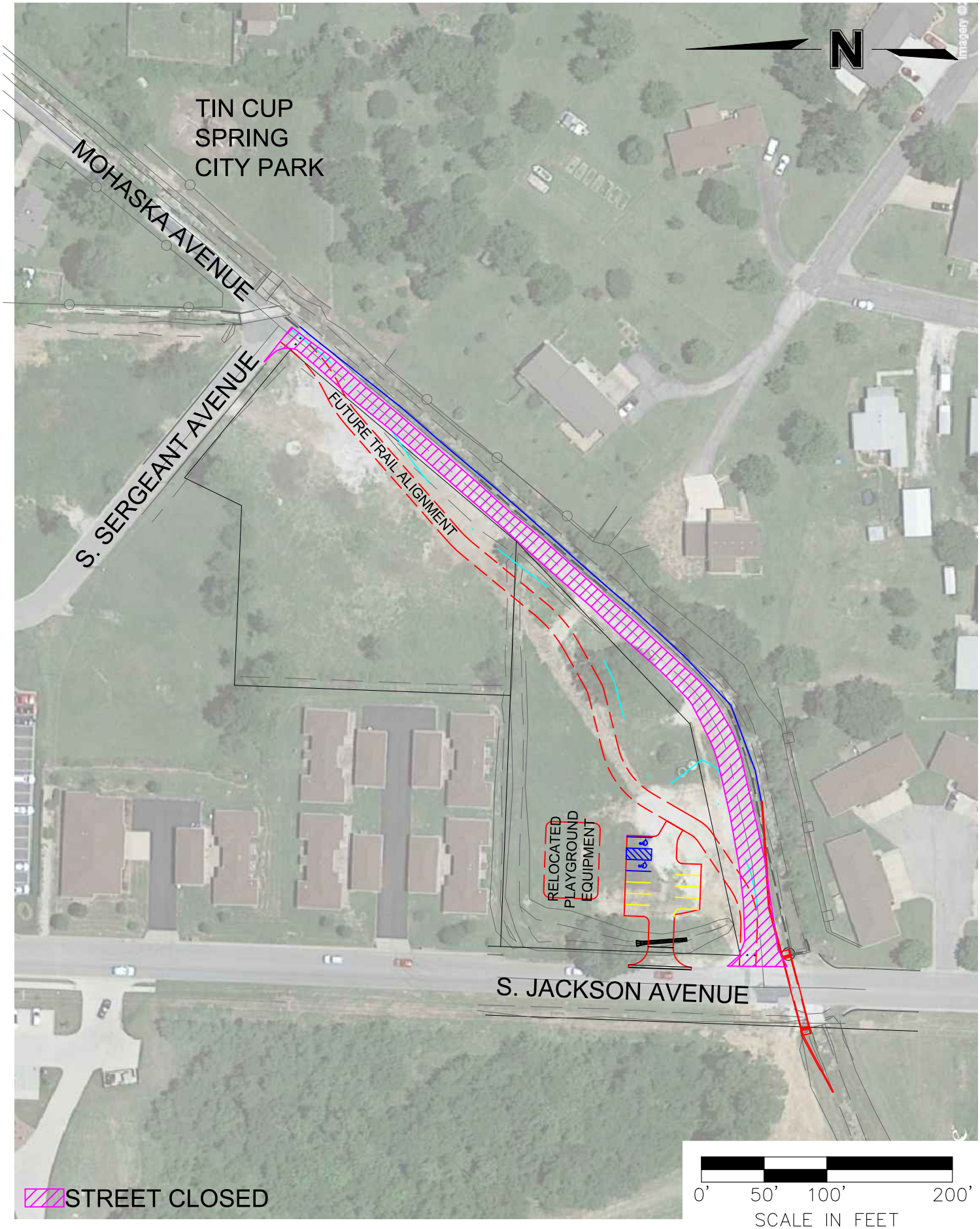
_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG- DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance



PROJECT NO: 015-3544	Storm Project 19 Project Area	EXHIBIT
DRAWN BY: SWM		1
DATE: 02/06/18		

Storm Project 19

City of Joplin, Missouri

CDBG Project No. B-13-MS-29-0001

Bids Received: February 6, 2018 at 2:00 p.m.

Company	Base Bid	Alternate 1	Total Bid
Engineer's Estimate	$ 286,242.50	$ 147,550.00	$ 433,792.50
Jeff Asbell Excavating & Trucking, Inc.	$ 174,147.85	$ 90,756.00	$ 264,903.85
Dalton Killinger Construction Co.	$ 243,571.20	$ 79,558.50	$ 323,129.70
Branco Enterprises, Inc.	$ 247,568.00	$ 132,700.00	$ 380,268.00
Bennett, Inc.	$ 299,370.00	$ 99,120.00	$ 398,490.00
Sprouls Construction, Inc.	$ 319,992.50	$ 90,900.00	$ 410,892.50

Corrected Math Error

Apparent Low Bid

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018
Council Bill No. 2018-109

Item: Construction Agreement with Jeff Asbell Excavating & Trucking, Inc. for the Storm project #19, Mohaska Water Quality Improvements Project.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Agreement
4) Council Bill No. 2018-109

Public Works: David Hertzberg	Date:
Community Development: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a construction agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 dollars $264,903.85 for construction of Storm project #19, Mohaska Water Quality Improvements Project, funded through CDBG-DR.

Background: In July, 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016 the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Storm project #19, Mohaska Water Quality Improvements. This project includes widening the existing Tin Cup Creek to improve water quality, also playground equipment will be relocated next to a trailhead parking area, and the dirt work will be completed for later construction of a trail. Alternate 1 will also be included with this project. Alternate 1 includes adding a new reinforced concrete box culvert under Jackson Avenue which will result in a temporary closure of Jackson Avenue during construction.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on February 6, 2018 with 5 firms bidding. Jeff Asbell Excavating & Trucking, Inc. provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts are signed and weather permits.

Recommendation: City staff recommends approval of a construction agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 dollars $264,903.85 for construction of Storm project #19, Mohaska Water Quality Improvements Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CDBG-DR SUB-RECIPIENT AGREEMENT BETWEEN
THE CITY OF JOPLIN
AND
JOPLIN AREA AGENCY ON AGING REGION X

THIS SUB-RECIPIENT AGREEMENT ("Agreement") entered this day of _____ 2018, by and between the City of Joplin (herein called the "Grantee") and the Joplin Area Agency on Aging Region X, DUNS#15-522-6665 (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2012, Public Law 112-55, Federal Award ID# B-12-MT-29-0001; and

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

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

I. SCOPE OF PROJECT

A. Activities

The Sub-Recipient will be responsible for administering a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant 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, Disaster Recovery program:

Program Delivery:
Activity: In support of on-going and expanded operations, CDBG-DR funds have been allocated to fund the design and construction of a new Senior Citizens Center (Phase I) to adequately serve the growing senior citizen population within the City of Joplin.

This allocation as a part of Senior Center Phase II will provide means to purchase the necessary furniture, fixtures, and equipment required to develop and execute the programs/classes offered within the proposed Senior Center. The furniture, fixtures, and equipment will be used to carry out the programs and activities provided by the proposed Joplin Senior Center, including, but not limited to:

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

Federal Award Description
Senior citizens, a population presumed LMI, will benefit from a variety of wellness programs and classes at the facility including meals, aerobics, fall prevention, art courses, etc.
As required under 24 CFR 570.201(e) the Joplin Senior Center will utilize the National Objective of Low-Moderate Income Limited Clientele by providing equipment for an ADA compliant senior citizen

community in Joplin.

This award is not intended for Research & Development activities.

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

B. National Objectives
All activities funded with CDBG-DR funds must meet one of the CDBG-DR 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 Sub-Recipient certifies that the activity(ies) carried out under this Agreement will meet the Low-Moderate Income Limited Clientele activity [570.208(a)(2)(i)(a)]. This activity is eligible under the category Public Services [570.201(e)]. Sub-Recipient will use Demographic/Income form to document the national objective. See A/B.

C. Project Compliance Requirements
Sub-Recipient agrees to adhere and comply with all CDBG-DR project compliance requirement, including yet not limited to the following:

1. Maintain proper financial and program administration records related to the management of the Project as identified by Grantee (i.e., procurement records, invoices, time sheets, etc.)
2. Follow City of Joplin CDBG-DR policy for procurement for procuring equipment, furniture, and fixtures to include installation and labor as needed as well as the proper handling of the equipment to the extent it will no longer be used for its intended purpose.
3. Serve at least 51% LMI clientele for up to 3 years after the expiration of this Sub-Recipient agreement from which the assistance to the purchase of the equipment was provided.
4. The Sub-Recipient shall verify on SAM.gov that all Contractors, Sub-contractors and Vendors are not ineligible (e.g. debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded) from participation in Federal programs and shall submit the documentation to the Grantee for their approval prior to entering into any contracts.
5. All records and files related to the proposed procedures are maintained and submitted to the Grantee as required.
6. All invoices are reviewed for completeness prior to submitting to the Grantee for their review and reimbursement.

D. Levels of Accomplishment –Performance Goals and Timelines

1. The Sub-Recipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

Activity	**Performance Goal**	**Timeframe for Completion of Performance Goal**
Meals	50 meals (both in center and homebound)	Daily basis
Nutrition Education	Give educational course	Quarterly
Foot clinic/medication management	Give educational course	Monthly
Exercise classes	Give 2 exercise courses	weekly
"Fraud Facts"	Give educational information to seniors	Monthly

E. Staffing

Staff Member & Title	General Project Duties
- Stan Heater, Chief Executive Officer	- Authorized Signatory
- Nancy Raines, Chief Financial Officer	- Financial Services/Reporting
- Stephanie Denham, Nutrition Director	- Aid in project supervision/guidance
- Angela Austin-Fears, Center Manager	- Manage day to day facility operations

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

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-Recipient against compliance requirements, 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 Sub-Recipient within a reasonable period of time after notification by the Grantee, Agreement suspension, termination, and recapture procedures may be initiated.

II. PERIOD OF PERFORMANCE AND TERM

Period of Performance shall start on the 22nd day of January, 2018 and end on the 22nd day of January, 2019 or when services are completed. Reimbursement of funds will not be available to the Sub-Recipient from the CDBG-DR Program after the 22nd day of January, 2019, unless otherwise approved by Grantee. Any extension request would need to be approved by the Grantee. To obtain such an extension the Sub-Recipient must submit a written formal letter to the Grantee, requesting such extension, ninety (90) days prior to the 22nd day of January, 2019. Grantee shall approve or deny the completion date extension request in writing within sixty (60) days of receipt of said request. This agreement and its terms and conditions shall remain in effect during any period that the Sub-recipient has control over CDBG-DR funds provided through this agreement, including program income as defined in 77 Federal Register 22591, April 16, 2012 and Section VIII of this agreement.

III. BUDGETS – DEVELOPMENT & OPERATION

The Grantee will reimburse the Sub-Recipient for an amount not to exceed Two hundred thousand and No/100 ($200,000.000) dollars to purchase and install the necessary furniture, fixtures and equipment to furnish the newly constructed Senior Center. This will include Sub-Recipient administrative costs not to exceed five thousand and No/100 ($5,000.00) dollars.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (1) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

IV. PAYMENT

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

Two hundred thousand and No/100 ($200,000.00) dollars.

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Section III herein. All payments will be on a reimbursement basis contingent upon proper documentation provided.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 2 CFR Part 200 Subpart D §305.

V. COMMUNICATIONS, NOTICES & DEMANDS

General project communications 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. 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.

Communications, official notices, demands and other details concerning this Agreement shall be directed to the following representatives:

Grantee
Name: Troy Bolander
Title: Director of Planning, Development &Neighborhood Services
Grantee: City of Joplin
602 South Main Street
Joplin, Missouri 64801
Phone: (417) 624-0820 ext. 510
Fax: (417) 525-4738
Email: tbolande@Joplinmo.org

Sub-Recipient
Name: Stan Heater
Title: Chief Executive Officer
Sub-Recipient: Joplin Area Agency on Aging
531 E. 15th Street
Joplin, Missouri 64804
Phone: (417) 781 - 7562
Fax: (417) 781 - 1609
Email: sheater@aaaregionx.org

VI. SPECIAL CONDITIONS

The final 5% of this grant, or ten thousand and No/100 ($10,000.00) may be withheld from reimbursement until all documentation is received by the Grantee for this activity. Required documentation shall be proof that the Sub-Recipient has made final payments to all vendors contracted to perform services under this grant, and proof that all required furniture, fixtures and equipment as part of this grant have been procured.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with CDBG-DR funds.

A. General Compliance

The Sub-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 Disaster Recovery(CDBG-DR)) including subpart K of these regulations, except that the Sub-Recipient does not assume the Grantee's environmental responsibilities described in 24 CFR part 58 and the Sub-recipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Sub-Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-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 Sub-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 Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-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 Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement, except for claims, actions, suits, charges, and judgments arising from the Grantee's performance or nonperformance of its duties and obligations called for in this Agreement.

D. Workers' Compensation

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

E. Insurance & Bonding

Consistent with the requirements of 2 CFR Part 200 Subpart D §304 and §310, the Sub-Recipient, shall carry sufficient insurance coverage to protect Agreement 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 the Grant amount.

The Sub-Recipient, at the Sub-Recipient's sole cost and expense, shall maintain the following insurance coverage for the Property:

- Fire and Extended Coverage in the amount of the full replacement value of the equipment purchased through this Sub-Recipient Agreement, and
- General Liability Coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate.

The Sub-Recipient agrees to add the Grantee as an additional insured party on all required insurance policies, including being listed as 'Loss Payee". The Sub-Recipient also agrees to procure endorsements on the required insurance policy(ies) wherein and whereby the insurance company will agree that the Grantee will be given ten (10) days advance written notice of any cancellation or reduction of insurance under such policy and that copies of all endorsements issued after the date of such policy will be forwarded to the Grantee. In the event the Sub-Recipient fails to pay any premium on such policy when due, the insurance company agrees to notify Grantee of such past-due payment status.

F. Grantee Recognition

The Sub-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 Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The Sub-Recipient agrees not to use CDBG-DR funds for such recognition and/or any other promotional material or efforts.

G. Amendments

The Grantee or Sub-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 and Sub-Recipient's respective governing bodies. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-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 Sub-Recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, the Grantee may suspend or terminate this Agreement if the Sub-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 Sub-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 Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either the Grantee or the Sub-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.

I. Recapture

The Grantee may terminate the Sub-Recipient Agreement in whole or in part, at any time, including before project completion, whenever it is determined by the Grantee that the Sub-Recipient has failed to comply with the conditions of the Agreement. The Grantee shall notify the Sub-Recipient in writing of the determination and the reasons for the termination, together with the effective date. The Sub-Recipient shall be given thirty (30) days to come into compliance with the conditions of the Agreement. If the Sub-Recipient does not come into compliance with the Agreement within thirty (30) days, the termination of the Sub-Recipient Agreement, in whole or in part, will take effect within ten (10) days from that date. The Sub-Recipient shall perform any remedial actions determined appropriate by the Grantee to correct the deficiency, which actions may include, but are not limited to:

1. The repayment or reimbursement to the Grantee of inappropriately used CDBG-DR funds;
2. The return of any equipment, real property, materials, or supplies purchased, leased, or lease purchased using CDBG-DR funds to Grantee or the supplier; and,
3. Any other actions the Grantee deems appropriate

It shall be the Sub-Recipient's duty to take any and all legal efforts to cancel any obligations outstanding upon termination of the agreement.

J. Taxes

The Sub-Recipient agrees to pay any and all real estate taxes and general and special assessments legally levied upon or assessed against the Property and any improvements upon the Property as the same may become due and payable.

K. Liens

Sub-Recipient understands and agrees not to allow liens of any nature to be filed against the Property or it's improvements without the prior written approval of the Grantee. Provided, Grantee consents to a Deed of Trust against the Property to facilitate necessary short-term financing to allow Sub-Recipient to obtain necessary funds to purchase the Property and advance expenses for improvements to the Property prior to drawdown reimbursement pursuant to Section IV. Such financing shall be repaid with funds from expense drawdowns so that the Deed of Trust is released on or before the completion date. Sub-Recipient shall not do or suffer anything to be done whereby the Property and its improvements may be encumbered by mechanics' liens or similar liens, and Sub-Recipient shall whenever and as often as any mechanic's or any other work in, on or about the Property done by, for or under the authority of Sub-Recipient, discharge the same record within ten (10) days after the date of filing.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-Recipient agrees to comply with 2 CFR Part 200 Subpart D §302 - §303 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 Principals

The Sub-Recipient shall administer its program in conformance with Cost Principles as outlined in 2 CFR Part 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

a. Definition of program income. As defined in 77 Federal Register 22591, April 16, 2012, "program income" is defined as gross income generated from the use of CDBG funds and received by:
   i. A State, unit of local government, or tribe, or
   ii. a sub-recipient of a State, unit of general local government, or tribe.

b. Program income includes, but is not limited to, the following:
   i. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
   ii. Proceeds from the disposition of equipment purchased with CDBG funds;
   iii. Gross income from the use or rental of real or personal property acquired by a State, unit of general local government, or tribe or sub-recipient of a State, unit of general local government, or tribe with CDBG funds, less costs incidental to generation of the income (i.e., net income);
   iv. Net income from the use or rental of real property owned by a State, unit of general local government, or tribe or sub-recipient of a State, unit of general local government, or tribe, that was constructed or improved with CDBG funds;
   v. Payments of principal and interest on loans made using CDBG funds;
   vi. Proceeds from the sale of loans made with CDBG funds;
   vii. Proceeds from the sale of obligations secured by loans made with CDBG funds;
   viii. Interest earned on program income pending disposition of the income, but excluding interest earned on funds held in a revolving fund account;
   ix. Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income, where the

special assessments are used to recover all or part of the CDBG portion of a public improvement; and

x. Gross income paid to a State, unit of local government, tribe, or paid to a sub-recipient thereof from the ownership interest in a for-profit entity in which the income is in return for the provision of CDBG assistance.

c. ‘‘Program income’’ does not include the following:

i. The total amount of funds which is less than $25,000 received in a single year (for the entire grant, not per subrecipient) and retained by a State, unit of local government, tribe, or retained by a sub-recipient thereof;

ii. Amounts generated by activities eligible under section 105(a)(15) of the HCD Act and carried out by an entity under the authority of section 105(a)(15) of the HCD Act; (these are community development activities that are carried out by certain community-based groups are not applicable to this agreement).

d. Retention of program income.

i. City will allow sub-recipients to retain program income for the following activities:

1. use of offsetting operational expenses and maintenance that are incidental to the generation of the income;
2. funding expansions to existing approved, eligible activities.

ii. Operational expenses include the salary of staff for the oversight and operation of the facility, utilities, insurance, property taxes, security, maintenance, and marketing.

1. Utilities include water, electric, gas, and internet.

iii. Individual maintenance expenses in excess of $15,000.00 shall be reviewed and approved by the City prior to using program income to cover the expense and shall be included in the sub-recipient’s property management and maintenance schedule.

iv. Where program income is to be retained by the sub-recipient and used for the activities listed above, all provisions of the written agreement shall apply to the specified activities. Substantially all other program income shall be disbursed for eligible activities before the City will disburse additional payments to the sub-recipient.

v. Where the subrecipient intends to use program income to fund a new, eligible activity, the City must review and approve the proposed activity and determine appropriate next steps, such as whether the program income needs to be remitted, transferred to the City’s Entitlement program and then reallocated for the activities via a new subrecipient agreement.

vi. Any program income or accounts receivable attributable to the use of the CDBG-DR funds on hand when the agreement expires, or received after the agreement's expiration, may be retained by subrecipients and used for the eligible activities described above.

e. Remitting program income

i. Subrecipients that receive program income that will not be used for the approved activities listed above or for another new, eligible activity approved by the City, will be required to remit the program income back to the City annually.

f. Reporting program income.

i. Sub-recipients are required to report all program income to the City quarterly in a method prescribed by the City.
ii. Subrecipients will report program income for five years following expiration of the subrecipient agreement. Following five years after the subrecipient agreement expires, gross income generated from the use of CDBG funds will not be considered program income.

g. Other provisions.
i. The sub-recipient must also follow the program income provisions as defined in 24 CFR 570.502, 24 CFR 570.503, or 24 CFR 570.504, and as modified by 77 Federal Register 22591 governing the use of CDBG-DR funds.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-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-DR 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-DR assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

Sub-recipient shall retain financial records, supporting documents, statistical records, and all other Sub-recipient records pertinent to this agreement and Sub-recipient's subaward for three-years following the closeout of the grant between the City of Joplin and HUD. 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 three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three- year period, whichever occurs later.

3. Client Data

The Sub-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 Sub-Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this Agreement, 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 Sub-recipient shall closeout its use of the CDBG-DR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.343. The Sub-Recipient's CDBG regulatory 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, de-obligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG-DR funds, including program income.

6. Audits & Inspections

All Sub-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 Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub- Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Sub-Recipient shall have an annual audit by a Certified Public Accountant conducted in accordance with current Grantee policy concerning Sub-Recipient audits and 2 CFR Part 200 Subpart F (Audit required if the Sub-Recipient expends $750,000 or more in federal funds).

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective (programs and projects) and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities, as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives.

2. Payment Procedures

The Grantee will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-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 Sub-Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-Recipient.

3. Quarterly Progress Reports

The Sub-Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. In order to comply with HUD reporting requirements, the Sub-Recipient shall submit Quarterly Progress Reports 15 days after the close of the calendar Quarter (i.e., January 15, April 15, July 15, October 15) at the sole discretion and direction of the Grantee such reports will include yet not be limited to the following

information: obligated funding amount, expended funding amount, and activities completed and compliance data collected to-date.

D. Procurement

1. Compliance
   The Sub-Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Sub-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 unexpended program assets (including 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 Sub-Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36.

3. Travel
   The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the Joplin, Missouri metropolitan area with funds provided under this Agreement.

4. Use of Debarred, Suspended or Ineligible Contractors
   The Sub-Recipient shall impose the Sub-Recipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Sub-Recipient must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR 570.609. These regulations require that any entity receiving federal funds is searched for in the federal government database for debarred and suspended entities at SAM.gov or a certification is obtained. The City of Joplin has selected the method of checking SAM.gov and retaining copies of searches and requires its Sub-Recipients to do the same. CDBG funds may not be provided to excluded or disqualified persons. The Sub-Recipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of 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 2 CFR Part 200 Subpart D and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-Recipient shall transfer to the Grantee any CDBG-DR 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 Sub-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-DR National Objectives pursuant to 24 CFR 570.208 until five (5) years after closeout of the grant agreement between the City of Joplin and HUD. If the Sub-Recipient fails to use CDBG-DR- assisted real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, the Sub-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-DR funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-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 Sub-Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG-DR 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-DR funds used to acquire the equipment].

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

The Sub-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; (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies; and (d) the waivers detailed in the terms of the Federal award as found in the Federal Register Notices. The Sub-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-DR-assisted project. The Sub-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 Sub-Recipient agrees to comply 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 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 Sub-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 Agreement 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 Agreement, the Sub-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 Sub-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 Sub-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.

5. Americans with Disabilities Act

   The Sub-Recipient shall ensure that its activities are consistent with requirements of the Americans with Disabilities Act. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense. The Sub-recipient shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

6. Architectural Barriers Act

   The Sub-recipient shall ensure that its activities are consistent with requirements of the Architectural Barriers Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

B. Affirmative Action

1. Approved Plan

   The Sub-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 Sub-Recipient shall submit a plan for an Affirmative Action Program to the Grantee for approval prior to the start of any construction.

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

   The Sub-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 Agreement. As used in this Agreement, 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 Sub-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 Sub-Recipient shall furnish and cause each of its own Sub-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 Sub-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 Sub-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 Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions
The Sub-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 Sub-Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity
The Sub-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; or nepotism activities.

2. Labor Standards
The Sub-Recipient agrees to comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor 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 Sub-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 Sub-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

a. Compliance
The Sub-Recipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Sub-Recipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5): *A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the*

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications

The Sub-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 Sub-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 Sub-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"

Sub-recipient 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 Agreement with the City of Joplin. Sub-recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Sub-recipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Sub-Recipient 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 Sub-Recipient, 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. Sub-recipient agrees to hold harmless and indemnify the City for any liability due to Sub-Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Sub-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 Sub-Recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution with such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-Recipient shall review and certify that any and all sub-contractors are listed on SAM.gov and shall submit the documentation to the City for their approval prior to entering into any contracts.

b. Monitoring

The Sub-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 Sub-Recipient shall cause all of the provisions of this Agreement 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 Sub-Recipient shall undertake to ensure 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 Sub-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 Sub-Recipient agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318 and 570.611, which include (but are not limited to) the following:
   a. The Sub-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 Sub-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-DR-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-DR-assisted activity, or with respect to the proceeds from the CDBG-DR-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 Sub-Recipient, or any designated public agency.
5. Lobbying
   The Sub-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 Sub-Recipients shall certify and disclose accordingly
6. Copyright
   If this Agreement 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 Sub-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 Sub-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 Sub-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 Sub-Recipient agrees that any construction or rehabilitation of 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-DR- 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 Sub-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 Sub-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. ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

A. The Sub-Recipient agrees to comply with § 570.613 eligibility restrictions for certain resident aliens. The restriction is on certain newly legalized aliens, as described in 24 CFR part 49. These individuals are not eligible to apply for benefits under covered activities.

B. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by the programs noted above. "Benefits" do not include relocation services and payments to which displaces are entitled by law.

C. Covered activities meet the requirements of § 570.208(a) and either:

1. Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or
2. Are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

XIII. HANDBOOK FOR CDBG SUBRECIPIENTS

Sub-Recipient is required and agrees to follow the requirements found in the U.S. Department of Housing and Urban Development office of Community Planning and Development, Community Development Block Grant Program handbook "*Playing by the Rules*", as amended from time to time. The most current publicly available handbook is found as **Appendix E**. It will be the responsibility of the Sub-Recipient to monitor and ensure the handbook being utilized is current. This resource, and checking for updates, can be found at the following link: portal.hud.gov/hud**portal/documents/**hud**doc?id=DOC_17104.pdf**

XIV. FEDERAL AWARD INFORMATION

As required under 2 CFR Part 200 Subpart D §331, the following information under HUD CDBG-DR Award #B-12-MT-29-0001 is provided with regard to the disaster relief funds awarded to the Grantee:

a. Federal award date: May 2013
b. **Federal award amount: $45,266,709**
c. **Funds obligated by this action: $200,000**
d. This award does not have an Indirect Cost Rate, negotiated or de minimus

XV. SERVABILITY

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.

XVI. 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.

XVII. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-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.

XVIII. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Grantee and the Sub-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 Sub-Recipient with respect to this Agreement.

Date: _____

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

City of Joplin, Missouri A Municipal Corporation	Joplin Area Agency on Aging A Not for Profit Organization
Signature:_____ Troy Bolander Planning, Development & Neighborhood Services Director	Signature:_____ Stan Heater Chief Executive Officer

STATE OF MISSOURI)) ss.

COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is_____and I am the_____. 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_____, 2016.

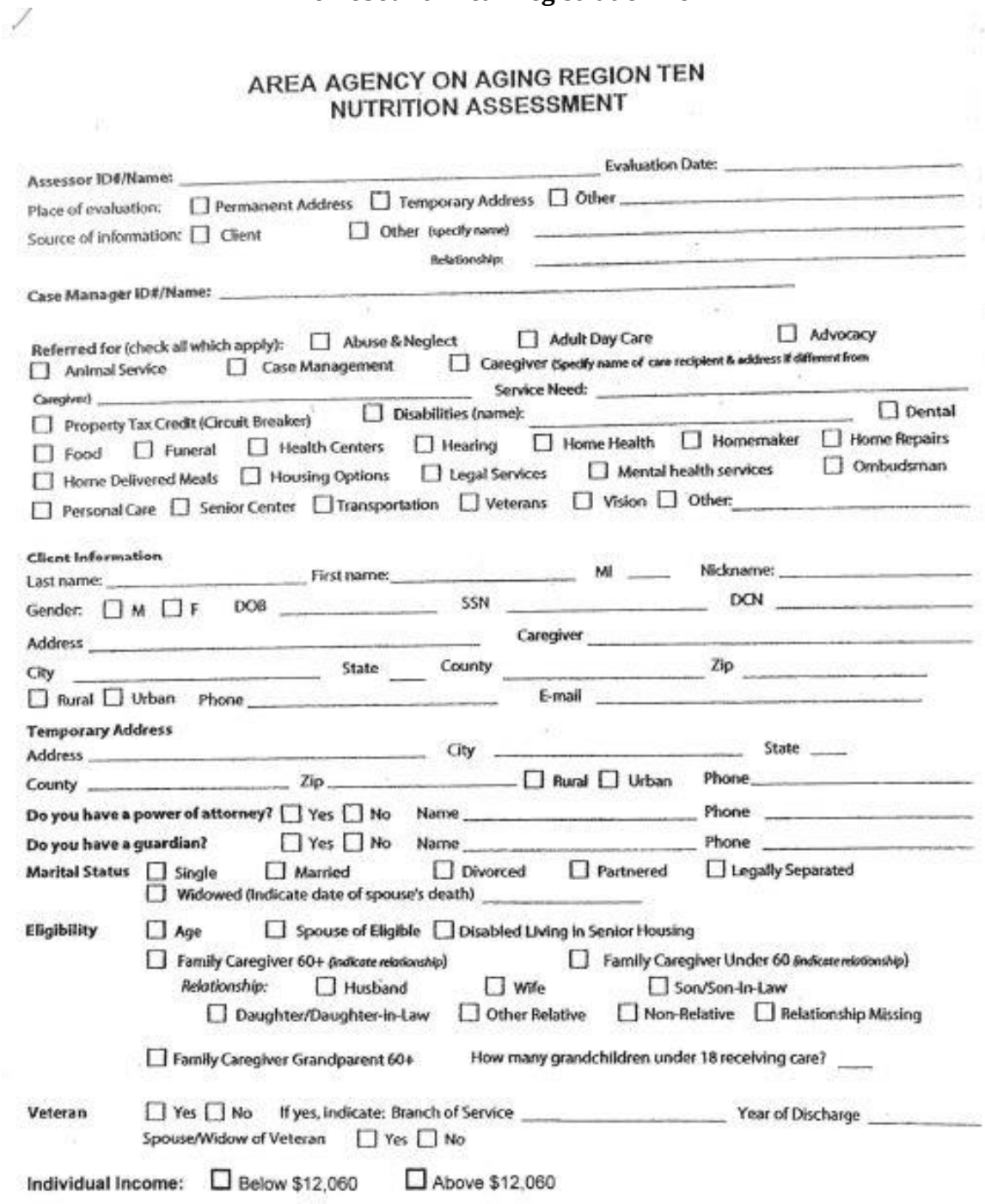
_____
Notary Public

My commission expires:

_____

Appendix A

Homebound Meal Registration Form



AREA AGENCY ON AGING REGION TEN
NUTRITION ASSESSMENT

Assessor ID#/Name: _____ Evaluation Date: _____

Place of evaluation: ☐ Permanent Address ☐ Temporary Address ☐ Other _____

Source of information: ☐ Client ☐ Other (specify name) _____

Relationship: _____

Case Manager ID#/Name: _____

Referred for (check all which apply): ☐ Abuse & Neglect ☐ Adult Day Care ☐ Advocacy
☐ Animal Service ☐ Case Management ☐ Caregiver (Specify name of care recipient & address if different from Caregiver) _____ Service Need: _____

☐ Property Tax Credit (Circuit Breaker) ☐ Disabilities (name): _____ ☐ Dental
☐ Food ☐ Funeral ☐ Health Centers ☐ Hearing ☐ Home Health ☐ Homemaker ☐ Home Repairs
☐ Home Delivered Meals ☐ Housing Options ☐ Legal Services ☐ Mental health services ☐ Ombudsman
☐ Personal Care ☐ Senior Center ☐ Transportation ☐ Veterans ☐ Vision ☐ Other: _____

Client Information

Last name: _____ First name: _____ MI ____ Nickname: _____

Gender: ☐ M ☐ F DOB _____ SSN _____ DCN _____

Address _____ Caregiver _____

City _____ State ____ County _____ Zip _____

☐ Rural ☐ Urban Phone _____ E-mail _____

Temporary Address

Address _____ City _____ State ____

County _____ Zip _____ ☐ Rural ☐ Urban Phone _____

Do you have a power of attorney? ☐ Yes ☐ No Name _____ Phone _____

Do you have a guardian? ☐ Yes ☐ No Name _____ Phone _____

Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Partnered ☐ Legally Separated
☐ Widowed (Indicate date of spouse's death) _____

Eligibility ☐ Age ☐ Spouse of Eligible ☐ Disabled Living in Senior Housing
☐ Family Caregiver 60+ (Indicate relationship) ☐ Family Caregiver Under 60 (Indicate relationship)
Relationship: ☐ Husband ☐ Wife ☐ Son/Son-In-Law
☐ Daughter/Daughter-in-Law ☐ Other Relative ☐ Non-Relative ☐ Relationship Missing

☐ Family Caregiver Grandparent 60+ How many grandchildren under 18 receiving care? ____

Veteran ☐ Yes ☐ No If yes, indicate: Branch of Service _____ Year of Discharge _____
Spouse/Widow of Veteran ☐ Yes ☐ No

Individual Income: ☐ Below $12,060 ☐ Above $12,060

Ethnicity ☐ Hispanic or Latino ☐ Non Hispanic or Latino

Primary Race ☐ African American ☐ Hispanic ☐ American Indian/Native Alaskan ☐ Asian/Pacific Islander ☐ Non-Minority/Caucasian ☐ Other

Secondary Race ☐ African American ☐ Hispanic ☐ American Indian/Native Alaskan ☐ Asian/Pacific Islander ☐ Non-Minority/Caucasian ☐ Other

US Citizen ☐ Yes ☐ No **Non-Citizen Status** ☐ Immigrant ☐ Refugee

Immigrant, Refugee Data: Nationality _____

Speaks English ☐ Yes ☐ No If no, what is their primary language? _____

Living Arrangements Number of people living in household including the client? _____

Check all that apply ☐ Spouse ☐ Family Member ☐ Children 0-18 Number of children _____
☐ Friend ☐ Unpaid/Paid Help ☐ Other (specify)

Place of Residence ☐ House ☐ Duplex/Condo/Townhouse ☐ Apartment ☐ Senior Housing
☐ Assisted Living ☐ Mobile Home ☐ Homeless ☐ Other (specify) _____

Residence is ☐ Owned ☐ Rented ☐ Other _____

Comments/Special Instructions

First Emergency Contact _____ Relationship to client _____

ASK CLIENT: Does this person know that he/she is your emergency contact? ☐ Yes ☐ No

Address _____ City _____ State ____ Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ Email Address _____

Second Emergency Contact _____ Relationship to client _____

ASK CLIENT: Does this person know that he/she is your emergency contact? ☐ Yes ☐ No

Address _____ City _____ State ____ Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ Email Address _____

Remarks:

TRITIONAL RISK SCREEN (Check only the numbers for Yes responses)

	YES	COMMENTS	WHAT CHANGE?
1. I have an illness or condition that made me change the kind and/or amount of food I eat.	☐ 2		
2. I eat fewer than 2 meals per day.	☐ 3		
3. I eat few fruits or vegetables or milk products.	☐ 2		
4. I have 3 or more drinks of beer, liquor, or wine almost every day.	☐ 2		
5. I have tooth or mouth problems that make it hard for me to eat.	☐ 2		
6. I do not always have enough money to buy the food I need.	☐ 4		
7. I eat alone most of the time.	☐ 1		
8. I take 3 or more different prescribed or over-the-counter drugs a day.	☐ 1		
9. Without wanting to, I have lost or gained 10 pounds in the past 6 months.	☐ 2	Gained _____ Lost _____	
10. I am not always physically able to shop, cook, and/or feed myself.	☐ 2	Which: _____	

☐ **Elects not to answer.** **Total the score listed for each YES response** _____

(0 - 2) Good (3 - 5) Moderate Nutritional Risk (6 or greater) High Nutritional Risk

OTHER OBSERVATIONS/COMMENTS

MEAL PREPARATION

ASK CLIENT: Does anyone help prepare or bring food to you? ☐ Yes ☐ No **If yes, ask the following:**

1. Who helps prepare your meals (specify) _____ ☐Family/Spouse ☐In-Home Worker

2. What meal(s) Breakfast ☐S ☐M ☐T ☐W ☐T ☐F ☐S Indicate hours/day worker ☐

Lunch ☐S ☐M ☐T ☐W ☐T ☐F ☐S

Dinner ☐S ☐M ☐T ☐W ☐T ☐F ☐S

3. Check any item(s) which affect your ability to eat: ☐Choking ☐Choking on liquids ☐Swallowing ☐Taste ☐Nausea/Vomiting ☐Cutting up food ☐Opening Containers (milk, plastic wrap, jars) ☐Vision ☐Dentures (Lack of / Ill fitting) ☐None

UNCTIONAL ASSESSMENT

Levels of Assistance

= **Independent** Completes the task independently **3 = Minimum Assistance** Occasional assistance or supervision may be necessary
= **Moderate Assistance** Assistance or supervision is always necessary **9 = Maximum Assistance** Totally dependent on others

. For each activity check the box indicating the assistance needed

. If assistance is needed indicate the source of help (**be specific: spouse, family, friend, paid help, volunteer, professional**)

. In the comments section indicate the type of assistance provided and how often it is provided. Also indicate if the client needs further help.

CTIVITIES OF DAILY LIVING ☐ **Elects not to answer.**

Activity	Indep	Min	Mod	Max.	Primary source of help	Comments / Other sources
ating	☐ 0	☐ 3	☐ 6	☐ 9		
athing	☐ 0	☐ 3	☐ 6	☐ 9		
rooming	☐ 0	☐ 3	☐ 6	☐ 9		
ressing	☐ 0	☐ 3	☐ 6	☐ 9		
oilet Use	☐ 0	☐ 3	☐ 6	☐ 9		
obility	☐ 0	☐ 3	☐ 6	☐ 9		
ansferring	☐ 0	☐ 3	☐ 6	☐ 9		

INSTRUMENTAL ACTIVITIES OF DAILY LIVING

Activity	Indep	Min	Mod	Max.	Primary source of help	Comments / Other sources
Laundry	☐ 0	☐ 3	☐ 6	☐ 9		
Shopping	☐ 0	☐ 3	☐ 6	☐ 9		
Light Housework	☐ 0	☐ 3	☐ 6	☐ 9		
Heavy Housework	☐ 0	☐ 3	☐ 6	☐ 9		
Telephone	☐ 0	☐ 3	☐ 6	☐ 9		
Financial Management	☐ 0	☐ 3	☐ 6	☐ 9		
Transportation	☐ 0	☐ 3	☐ 6	☐ 9		
Meal Preparation	☐ 0	☐ 3	☐ 6	☐ 9		
Medication Management	☐ 0	☐ 3	☐ 6	☐ 9		

ADAPTIVE EQUIPMENT	Has	Has but does not use	Needs	Comments / Other sources
Bathing Equip	☐	☐	☐	
Brace, Prosthesis	☐	☐	☐	
Cane, Crutches	☐	☐	☐	
Diabetic Supplies	☐	☐	☐	
Dentures	☐	☐	☐	
Railings	☐	☐	☐	
Hospital Bed	☐	☐	☐	
Medical Phone Alert	☐	☐	☐	
Toilet Equip	☐	☐	☐	
Walker	☐	☐	☐	
Wheelchair	☐	☐	☐	
Other (specify)	☐	☐	☐	

TRANSPORTATION NEEDS

1. Do you drive? ☐ Yes ☐ No
2. Do you have a car? ☐ Yes ☐ No If yes, is the car insured? ☐ Yes ☐ No

If client has a car but does not drive, does someone else drive him/her places? ☐ Yes ☐ No

If yes, specify who drives the client

Are you aware of available public transportation in the area? ☐ Yes ☐ No
(example MAPS, OATS, TATS, Cab and Cab Coupons)

Can you walk from inside your home to the curb? ☐ Yes ☐ No

Can you carry 10 pounds without assistance? ☐ Yes ☐ No

Do you need a vehicle with a wheelchair lift? ☐ Yes ☐ No

Ask the client the following questions:

Do you have difficulty getting into your home? ☐ Yes ☐ No

Do you have difficulty getting into any room in your home? ☐ Yes ☐ No

Comments _____

FALL RISK SCREEN

1. How many times have you fallen in the past year? _____
2. Are you worried that you might have a fall? ☐ Not at all worried ☐ A little worried ☐ Somewhat worried ☐ Very worried
3. Do you limit activities now because of fall-related concerns? ☐ Never ☐ Occasionally ☐ Sometimes ☐ Often

If client has not fallen in the past year, skip questions 4 & 5

4. Where have you fallen? ☐ Getting in and out of bed ☐ Bathroom ☐ Outside the home
   ☐ Between the bed & the bathroom ☐ Kitchen ☐ Other (specify) _____
5. Can you say what makes you more likely to fall? ☐ Feeling dizzy/lightheaded ☐ Getting up quickly ☐ Walking in darkness
   ☐ Certain shoes ☐ Turns ☐ Walking on certain surfaces ☐ Stairs ☐ Dim lighting
   ☐ Other (specify) _____

MEDICAL PERSONNEL

Information not available because (specify) _____

Primary Doctor _____ Phone _____

Hospital Preference _____

During the past 12 months, did you receive a flu shot?

☐ Yes ☐ No ☐ Do not know/refused

CAREGIVER NUTRITION ASSESSMENT

Date: _____

Last name: _____ First name: _____ MI ____ Nickname: _____

Gender: ☐ M ☐ F DOB _____ SSN _____ DCN _____

Address _____ Caregiver _____

City _____ State ____ County _____ Zip _____

☐ Rural ☐ Urban Phone _____ E-mail _____

NUTRITIONAL RISK SCREEN (Check only the numbers for Yes responses)

	YES	COMMENTS	WHAT CHAN
1. I have an illness or condition that made me change the kind and/or amount of food I eat.	☐ 2		
2. I eat fewer than 2 meals per day.	☐ 3		
3. I eat few fruits or vegetables or milk products.	☐ 2		
4. I have 3 or more drinks of beer, liquor, or wine almost every day.	☐ 2		
5. I have tooth or mouth problems that make it hard for me to eat.	☐ 2		
6. I do not always have enough money to buy the food I need.	☐ 4		
7. I eat alone most of the time.	☐ 1		
8. I take 3 or more different prescribed or over-the-counter drugs a day.	☐ 1		
9. Without wanting to, I have lost or gained 10 pounds in the past 6 months.	☐ 2	Gained ____ Lost ____	
10. I am not always physically able to shop, cook, and/or feed myself.	☐ 2	Which:	

☐ Elects not to answer.

Total the score listed for each YES response _____

(0 - 2) Good (3 - 5) Moderate Nutritional Risk (6 or greater) High Nutritional Risk

OTHER OBSERVATIONS/COMMENTS

FUNCTIONAL ASSESSMENT

Levels of Assistance

0 = Independent Completes the task independently **3 = Minimum Assistance** Occasional assistance or supervision may be necess
6 = Moderate Assistance Assistance or supervision is always necessary **9 = Maximum Assistance** Totally dependent on others

1. For each activity check the box indicating the assistance needed
2. If assistance is needed indicate the source of help (be specific: spouse, family, friend, paid help, volunteer, professional)
3. In the comments section indicate the type of assistance provided and how often it is provided. Also indicate if the client needs further help.

ACTIVITIES OF DAILY LIVING ☐ Elects not to answer.

Activity	Indep	Min	Mod	Max.	Primary source of help	Comments / Other sources
Eating	☐ 0	☐ 3	☐ 6	☐ 9		
Bathing	☐ 0	☐ 3	☐ 6	☐ 9		
Grooming	☐ 0	☐ 3	☐ 6	☐ 9		
Dressing	☐ 0	☐ 3	☐ 6	☐ 9		
Toilet Use	☐ 0	☐ 3	☐ 6	☐ 9		
Mobility	☐ 0	☐ 3	☐ 6	☐ 9		
Transferring	☐ 0	☐ 3	☐ 6	☐ 9		

INSTRUMENTAL ACTIVITIES OF DAILY LIVING

Activity	Indep	Min	Mod	Max.	Primary source of help	Comments / Other sources
Laundry	☐ 0	☐ 3	☐ 6	☐ 9		
Shopping	☐ 0	☐ 3	☐ 6	☐ 9		
Light Housework	☐ 0	☐ 3	☐ 6	☐ 9		
Heavy Housework	☐ 0	☐ 3	☐ 6	☐ 9		
Telephone	☐ 0	☐ 3	☐ 6	☐ 9		
Financial Management	☐ 0	☐ 3	☐ 6	☐ 9		
Transportation	☐ 0	☐ 3	☐ 6	☐ 9		
Meal Preparation	☐ 0	☐ 3	☐ 6	☐ 9		
Medication Management	☐ 0	☐ 3	☐ 6	☐ 9		

COMMENTS AND DIRECTIONS TO RESIDENCE:

In Center Meal Registration Form

DATE _____

NAME OF CENTER_____

NUTRITION PARTICIPANT INFORMATION

SPECIAL POPULATION SERVED CONGREGATE

NAME LAST

ADDRESS STREET

CITY

PHONE

BIRTHDATE SOCIAL SECURY #

DOCTOR:

Phone #: _____HOSPITAL

PREFERENCE:_____

MEDICAL ALERTS: diabetic, heart (nitro), allergies, epilepsy, respiratory, asthma, other: _____

_____

_____

EMERGENCY CONTACTS: (prefer someone local, preferably next of kin)

Name: 1. Phone Relationship_____

2. Phone Relationship_____

HEALTH CARE COVERAGE:

_____ Medicare _____ Medicaid Other _____ ETHNIC

SPECIFY

BACKGROUND: (check only one)

White (not Hispanic) Black (not Hispanic) _____Hispanic

American Indian/Alaskan Native Asian/Pacific Islander

SOURCES OF INCOME: _____

Wages Social Security SSI Other

Individual Income: $12,060 or below above $12,060

COMMENTS•

Nutritional Risk Assessment

Please respond with either "Y" for "yes"
"N" for "no"
"D" for "don't know"
E for "I elect not to answer this question"
for each of the questions below:

	I have an illness or condition that made me change the kind and/or amount of food I eat.
	I take three (3) or more different prescribed or over-the-counter drugs a day.
	I have tooth or mouth problems that make it hard for me to eat.
	Without wanting to, I have lost or gained ten (10) pounds in the last six (6) months.
	I am not always physically able to shop, cook and/or feed myself.
	I eat less than two (2) meals a day.
	I don't always have enough money to buy the food I need.
	I eat few fruits and vegetables, or milk products.
	I eat alone most of the time.
	I have three or more drinks of beer, liquor or wine almost every day.

Appendix B

CITY OF JOPLIN COMMUNITY DEVELOPMENT
2017 INCOME/DEMOGRAPHIC SUMMARY FORM

FAMILY SIZE (a)	LMI Families (See 2nd Page for Income Limits)			TOTAL LMI PERSONS [(b)+(c)+(d)] * (a)
	Extremely Low (b)	Low (c)	Moderate (d)	
1 PERSON				
2 PERSONS				
3 PERSONS				
4 PERSONS				
5 PERSONS				
6 PERSONS				
7 PERSONS				

Non-LMI Families (e)	TOTAL Non-LMI PERSONS

1. TOTAL NUMBER OF SURVEYS DISTRIBUTED:	
2. TOTAL NUMBER OF HISPANIC OR LATINO:	

3. RACIAL DESIGNATION	NUMBER OF INDIVIDUALS	NUMBER OF HISPANIC (All Races Can Also Be Hispanic)
A. WHITE		
B. BLACK/AFRICAN AMERICAN		
C. ASIAN		
D. AMERICAN INDIAN /ALASKA NATIVE		
E. NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER		
F. AMERICAN INDIAN/ALASKAN NATIVE & WHITE		
G. ASIAN &WHITE		
H. BLACK/AFRICAN AMERICAN & WHITE		
I. AM. INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM		
K. OTHER MULTI-RACIAL		

	NUMBER	PERCENT
4. ELDERLY/AGE 60 OR OLDER		
5. HANDICAPPED/DISABLED		
6. FEMALE HEAD OF HOUSEHOLD		

DATE:_____

SIGNATURE:_____

Return to: City of Joplin, Community Development, 602 South Main Street, Joplin, Missouri 64801 at the end of project.

FY 2017 Income Limits Summary

FY 2017 Income	Median Income	FY 2017 Income Limit	Persons in Family							
			1	2	3	4	5	6	7	8
Jasper County	$53,800	Very Low (50%) Income	18,8500	21,5500	24,250	**26,900**	29,100	31,250	33,400	35,550
		Extremely Low Income	12,060	16,240	20,420	**24,600**	28,780	31,250*	33,400*	35,550*
		Low (80%) Income Limits ($)	30,150	34,450	38,750	**43,050**	46,500	49,950	53,400	56,850

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

* * The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater
than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2017 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2017 Fair Market Rent documentation system.

Appendix C

Public Facility Grant Document Checklist

Name of Sub-Recipient:

All Activities Should Have the Following:

__ Must be a 501 (c) 3 tax exempt organization

__ Must not discriminate against any persons on the basis of religion

__ Program Information (brochures, etc.)

__ Signed Written Agreement

__ Income/Demographic Form

__ Must not provide religious instruction or counseling

__ Schedule of proposed work

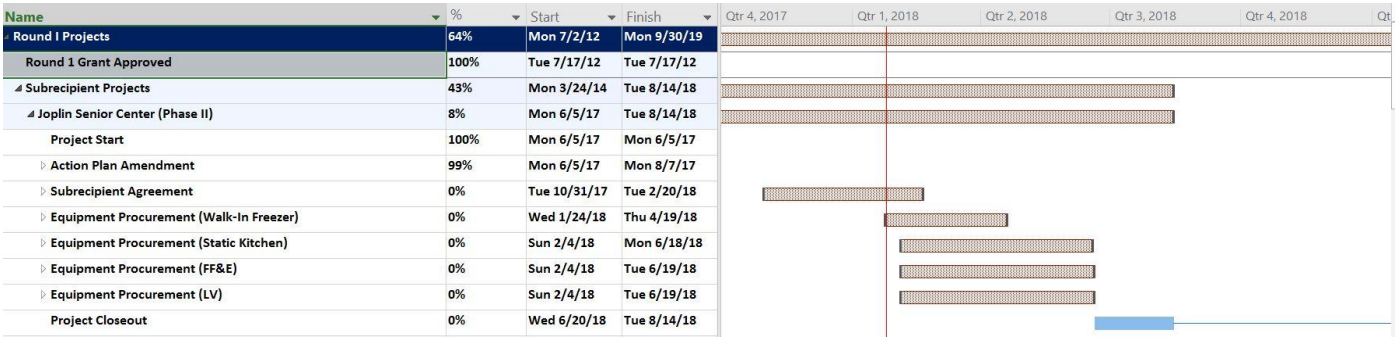
Does the Activity Involve Asset Procurement? Yes __No
If Yes, Include the following:

__ Procurement Threshold Chart

__ Bid Tabulation Forms (Telephone, Written, and Formal)

Appendix D

Project Schedule



Name	%	Start	Finish
Round I Projects	64%	Mon 7/2/12	Mon 9/30/19
Round 1 Grant Approved	100%	Tue 7/17/12	Tue 7/17/12
Subrecipient Projects	43%	Mon 3/24/14	Tue 8/14/18
Joplin Senior Center (Phase II)	8%	Mon 6/5/17	Tue 8/14/18
Project Start	100%	Mon 6/5/17	Mon 6/5/17
Action Plan Amendment	99%	Mon 6/5/17	Mon 8/7/17
Subrecipient Agreement	0%	Tue 10/31/17	Tue 2/20/18
Equipment Procurement (Walk-In Freezer)	0%	Wed 1/24/18	Thu 4/19/18
Equipment Procurement (Static Kitchen)	0%	Sun 2/4/18	Mon 6/18/18
Equipment Procurement (FF&E)	0%	Sun 2/4/18	Tue 6/19/18
Equipment Procurement (LV)	0%	Sun 2/4/18	Tue 6/19/18
Project Closeout	0%	Wed 6/20/18	Tue 8/14/18

Appendix E

Project Budget

Senior Center Phase II				
Capital Plan Allocation	Expenditures to Date	Estimate at Completion	Variance from Allocation	Last Updated
$200,000	$0	$198,242	$1,758	2/9/2018

Description	Vendor	Original Committed	Change Orders	Committed to Date	Contingency (Reserve)	Anticipated Costs	Completed & Stored	Retainage	Expenditures	EAC	ETC	% Complete
		A	B	C=A+B	D	E	F	G=F*%	H=F-G	I=C+D+E	J=I-H	K=H/I
FFE												
Walk-In Freezer		$ 30,000.00	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ -	$ 30,000.00	$ 30,000.00	0%
Kitchen		$ 76,235.00	$ -	$ 76,235.00	$ -	$ -	$ -	$ -	$ -	$ 76,235.00	$ 76,235.00	0%
FFE		$ 23,761.68	$ -	$ 23,761.68	$ -	$ -	$ -	$ -	$ -	$ 23,761.68	$ 23,761.68	0%
LV		$ 53,245.00		$ 53,245.00	$ -	$ -	$ -	$ -	$ -	$ 53,245.00	$ 53,245.00	0%
Moving		$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	$ 10,000.00	0%
Area Agency Admin costs		$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ -	$ 5,000.00	$ 5,000.00	0%
Total FFE		**$ 198,241.68**	**$ -**	**$ 198,241.68**	**$ -**		**$ -**	**$ -**	**$ -**	**$ 198,241.68**	**$ 198,241.68**	**0%**

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018

Item: CDBG-DR Sub-Recipient Agreement with Joplin Area Agency on Aging
ORIGINATING DEPARTMENT: Planning, Development & Neighborhood Services

ATTACHMENTS: 1) Council Bill No. 2018-406
2) CDBG-DR Sub-Recipient Agreement

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. 2018-406

INTRODUCTION:

The following Council Bill is for an agreement between the City of Joplin and the Joplin Area Agency on Aging (Joplin Senior Center) to provide funds to purchase the necessary furniture, fixtures, and equipment required to develop and execute the programs/classes offered within the proposed Senior Center. The furniture, fixtures, and equipment will be used to carry out the programs and activities provided by the proposed Joplin Senior Center. City Council previously approved this activity in the Round II Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 7 to the Initial Action Plan (Partial Action Plan 3) on July 20, 2015.

DISCUSSION:

The Joplin Senior Center will provide a variety of wellness programs and classes to senior citizens, a population presumed LMI. The Center will provide meals, aerobics classes, fall prevention education, art courses, and more. The Joplin Senior Center will provide equipment for an ADA compliant senior citizen community in Joplin.

The agreement provides for reimbursement of costs in an amount not to exceed $200,000 that will be incurred in the purchase of furniture, fixtures, and equipment will be used to carry out the programs and activities provided by the proposed Joplin Senior Center, including, but not limited to:

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

RECOMMENDATION:

City Staff recommends the approval of this Council Ordinance on an emergency basis to provide for the purchase of kitchen equipment, dining room furnishings, computer stations and office furnishings. The completion of the public improvement (Senior Center) is contingent upon the securing and installation of a walk-in cooler/freezer as part of the equipment package. Therefore, the City hereby declares that based on Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2018-406 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Area Agency on Aging, Region X, to provide furniture, fixtures and equipment for the Senior Center in an amount not to exceed Two hundred thousand dollars ($200,000) 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 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the City of Joplin executed a contract for the construction of a Senior Center at 2616 S. Picher Avenue on June 29, 2017; and

WHEREAS, the Senior Center will house the programs of the Area Agency on Agency, Region X.

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

Section 1. That the City enter an Agreement with the Area Agency on Agency, Region X for the provision of furniture, fixtures and equipment for the Senior Center in an amount not to exceed Two Hundred Thousand Dollars ($200,000), a copy of said agreement being attached hereto and incorporated herein.

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 the same form for 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 provides for the acquisition and installation of a cooler/freezer into the Senior Center so construction of the public facility may be completed as well as the purchase of other kitchen fixtures and furnishings.

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 20, 2018

ITEM: COUNCIL BILL NO. 2018-502
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending various departments for travel expenses, central garage repairs, food & beverage supplies, operational supplies, utilities, and bond charges.
- Amending the Parks transfer, Flexible Spending transfer, and TIF transfer fees to recognize actual amounts.
- Amending the budget for the Public Safety Training Center as the building was completed in fiscal year 2017.
- In the CVB fund, amending the payment to Joplin Sports Authority to match actual hotel/motel tax collections.
- In the Sewer Fund, increasing depreciation expense to recognize the completion of the renovations of the treatment plants.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $1,435,140.00.

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

COUNCIL BILL NO. 2018-502 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, and

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

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

Section 1. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by amending appropriations by the total amount of One Million Four Hundred Thirty-Five Thousand One Hundred Forty Dollars and No Cents ($1,435,140.00) 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 revenues and 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.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
12-Feb-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Building Regulations	001-1506-570-1605	Health Insurance	$		4,000
	TIF Reimbursable Costs	001-2015-500-5015	Legal Fees			1,500
	Police Administration	001-5501-510-6005	Travel Expenses			5,000
	Police Patrol	001-5502-510-4210	Central Garage Repairs			50,000
	Police Investigations	001-5503-510-4210	Central Garage Repairs			5,000
	Police Jail Services	001-5507-510-2205	Food & Beverage Supplies			5,000
	Police PS Tax	001-5575-510-4210	Central Garage Repairs			5,000
	Police Federal Grants	001-5590-510-2050	Operational Supplies			10,000
	Police Federal Grants	001-5590-510-6005	Travel Expenses			25,000
	Fire PS Training Center	001-6275-510-8005	Building Acquisition			30,000
	Transfers	001-9003-500-9015	Parks Fund Subsidy			120,000
	Transfers	001-9003-500-9065	Flexible Spending Plan			20,000
	TIF Transfer	001-9003-500-9805	TIF Transfer			5,000
	Total General Fund			$	-	285,500
105	CVB Fund					
	CVB Special Projects	105-4080-560-3005	Electric Charges	$		12,000
	CVB Special Projects	105-4080-560-7426	Joplin Sports Authority			13,000
	Total CVB Fund			$	-	25,000
130	Parks & Stormwater Sales Tax Fund					
	Parks Projects	130-6550-560-1110	Part-Time Wages	$		50,000
	Parks Projects	130-6550-560-8505	Park Improvements			64,000
	TIF Transfer	130-9003-530-9805	Stormwater			1,100
	TIF Transfer	130-9003-560-9805	Parks			1,100
	Total Parks & Stormwater Sales Tax Fund			$	-	116,200
160	Economic Development Fund					
	Economic Development	160-0586-500-8685	Economic Development	$		120,000
	Total Economic Development Fund			$	-	120,000
205	Debt Service Fund					
	Joe Becker	205-8704-500-7155	Cost of Issuance Fees	$		1,500
	Total Debt Service Fund			$	-	1,500
415	Sanitary Sewer Fund					
	2010 Bond Issue	415-2009-500-7310	Bond Agent Costs	$		170
	2011 Bond Issue	415-2011-500-7110	Interest Expense			31,000
	2009 Silver Creek Bond	415-2012-500-7310	Bond Agent Costs			170
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			855,000
	Total Sewer Fund			$	-	886,340
425	Public Parking Fund					
	Public Parking	425-2020-500-7120	Bad Debt Expense	$		600

Total Public Parking Fund	$	-	600
Grand Total	$	-	1,435,140

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 20, 2018

ITEM: COUNCIL BILL NO. 2018-503
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 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 sewer budget by $60,000 to install fiber to the Shoal Creek Treatment Plant and the Turkey Creek Treatment plant. Amending the IT budget in the amount of $4,640 for the monthly fiber fee.

Currently, there are T1 lines supporting the treatment plants. Due to the age of this infrastructure, there have been numerous support issues taking approximately seven to ten days to get resolved. The new SCADA technology for the lift station monitoring requires more reliable technology, which is fiber. Installing the fiber upfront and then paying a monthly fee is the most cost effective option.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $64,640.00.

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

COUNCIL BILL NO. 2018-503 **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 appropriations by the total amount of Sixty-Four Thousand Six Hundred Forty Dollars and No Cents ($64,640.00) 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
12-Feb-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	IT	001-2501-500-2835	Equipment Lease & Rental			4,640
	Total General Fund			$	-	4,640
415	Sanitary Sewer Fund					
	Sewer Treatment	415-4541-540-8015	Facility Improvements			60,000
	Total Sanitary Sewer Fund			$	-	60,000
	Grand Total			$	-	64,640

2017 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this __day of _____, 2018 by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2017 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $74,650.00 from its 2017 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program

pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of

1968 (12 U.S.C. 1701u). Please see Attachment B for the Section 3 Clause, which lists the full requirements of the Subrecipient.

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors 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. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, 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. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $74,650.00 from its 2017 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $74,650.00 from its 2017 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 2018.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

Barbara Gollhoffer
City Clerk

APPROVED AS TO FORM:

Peter Edwards
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

ATTACHMENT B

Section 3 Clause

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development 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 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The SUBRECIPIENT shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The SUBRECIPIENT will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The SUBRECIPIENT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The SUBRECIPIENT will certify that any vacant employment positions, including training

positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) and I am the _____(Title) of_____(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:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018

Item: Council Bill No. 2018-405
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2017 Homeowner Occupied Rehabilitation Agreement
2) Council Bill No 2018-405

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 of Southwest Area to manage the 2017 Homeowner Rehabilitation Program.

DISCUSSION:

Economic Security Corporation has operated a successful homeowner rehabilitation program for numerous years. Currently projects that were funded under 2016 program year funds are being completed, and the Community Development office desires to make available 2017 program year funds to allow activities to remain uninterrupted.

The attached agreement is a renewal of funding for Economic Security Corporation to continue the Homeowner Rehabilitation Program on the behalf of the Joplin Consortium. This council bill provides Seventy-Four Thousand Six Hundred Fifty Dollars and Zero Cents ($74,650.00) from HOME Investment Partnership Program Grant M17DC290209.

RECOMMENDATION:

This program has received prior approval from the Council as part of the 2017 Action Plan.

Staff recommends approval of the agreement.

COUNCIL BILL NO. 2018-405 ORDINANCE NO.

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

WHEREAS, the City of Joplin and Economic Security Corporation of Southwest Area, are desirous of entering into an agreement whereby Economic Security Corporation of Southwest Area will manage the 2017 Homeowner Rehabilitation Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

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

Section 1: That an Agreement between the City of Joplin, Missouri, Economic Security Corporation of Southwest Area is entered into for seventy four thousand six hundred and fifty dollars ($74,650.00), 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 in substantially similar form, by 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 20, 2018
Council Bill No. 2018-600

ITEM: amends the classification and job descriptions adopted by Ordinance No. 2012-173 and authorizes new classification for the Parks and Recreation Department

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Originating Department: Parks and Recreation

Attachments: 2018-600 - (1) Athletic Coordinator Job Description
2018-600- (2) Concession Coordinator Job Description
2018-600– (3) Golf Lead Cashier Job Description
2018-600- (4) Council Bill No. 2018-600

Department Head: Paul Bloomberg
Human Resources Director: Dave Allgood
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Job Descriptions

SUMMARY/REQUEST:

This Council Bill approves updating and adding the job descriptions for the Parks and Recreation Department which are attached.

STAFF SUMMARY:

These job descriptions changes are needed to provide a more detailed outline of job duties and to assign the proper duties and responsibilities to the staff. These changes will provide for a more efficient and effective organizational structure.

The City Manager has approved these changes. The job descriptions were prepared and approved by Human Resources and approved by the Personnel Board on January 19, 2018. There are no changes in the pay plan as result of this council bill.

RECOMMENDATION:

Staff recommends this Council Bill be approved on First Reading.

JOB DESCRIPTION

CITY OF JOPLIN

GOLF LEAD CASHIER

TITLE: GOLF LEAD CASHIER

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under general supervision of the Head Golf Professional. Is responsible for overseeing and providing direction in all aspects of the daily operations of the golf facilities, course maintenance, customer service, sales and marketing, tournament operations, food and beverage, and accounting/budgeting.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Communicate and work closely with the Head Golf Professional on all areas of the golf operation.
- Supervise and manage the total golf operations in a professional and efficient manner in the absence of the Head Golf Professional.
- Provide superior customer service, professional advice and assistance.
- Control and manage daily play-communicate closely with outside operation personnel to ensure a great golf experience.
- Assist with golf instruction and clinics.
- Supervise and train golf operation personnel as directed by the Head Golf Professional.
- Maintain professional image at all times, and be able to make effective professional decisions when called upon.
- Be informed on both hard and soft goods available in the marketplace.
- Promote club activities and programs.
- Manage the handicap program.
- Assist in managing tournament setup, play, and conclusion of the event.
- Perform opening and closing duties of the Golf Pro Shop.
- Maintain a close working relationship with the Head Golf Professional and the Golf Maintenance Superintendent, as well as other division leaders.
- Oversee and enforce golf shop operation policies, procedures, controls, and fee structures to ensure the safekeeping of assets, inventory and resources.
- All other duties as specified.

JOB DESCRIPTION

CITY OF JOPLIN

GOLF LEAD CASHIER

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in job description shall not to be construed as an exclusive or all inclusive list of duties with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.
- Update shop information and message center, keeping materials current to the day.
- Prepares for all golf outings including coordinating scorecards, cart labels, rule sheets, score sheets, format sheets, pairing sheets and hole assignments.
- Ability to work flexible hours include evenings, weekends, and Holidays.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with City employees and the general public.
- Communicate effectively with students and motivate children.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of appropriate regulations and safety procedures.

PHYSICAL REQUIRMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, type-writers, FAX machines, copiers, and telephones; may require color and depth perception.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Demonstrate all appropriate techniques and procedures for the activity.

GENERAL QUALIFICATIONS:

- Preferably college level course work in accounting, budgeting, personnel, finance and/or business administration; or equivalent combination of experience and training which provides the required knowledge, skills and abilities.
- Supervisory training and experience.
- Experience with golf reservation and accounting software.
- Strong interpersonal and communication skills.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physi-cal exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PARKS & RECREATION DEPARTMENT APPROVED:
ORDINANCE #: PAY RANGE: 620

JOB DESCRIPTION

CITY OF JOPLIN

CONCESSION COORDINATOR

TITLE: CONCESSION COORDINATOR

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under the supervision of the Recreation Coordinator, the Concession Coordinator is responsible for the inventory, stocking and ordering of supplies for the concession stands operated by Joplin Parks and Recreation, and Scheduling for the concessions.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Purchases and restocks all items sold as needed, e.g. beverages, candy, chips, snacks, etc.
- Monitors inventory of beverages, food items, and general supplies and reports any discrepancies.
- Ensures all concession stands operated by Joplin Parks and Recreation are maintained in an orderly, clean, and sanitary condition and are following health department standards.
- Assist with cleaning of equipment and facilities.
- Train concession staff on proper procedures and protocols.
- Attend required program staff meetings and trainings.
- Adhere to proper safety precautions and dress code.
- Communicate clearly, honestly, and respectfully with all staff, participants, parents, volunteers and general public.
- Present yourself in a professional manner and treat all people with respect.
- All other duties as specified.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.
- This position does require working some evenings, weekends, and Holidays.

JOB DESCRIPTION

CITY OF JOPLIN

CONCESSION COORDINATOR

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with school employees, City employees and the general public.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of appropriate regulations and safety procedures.

PHYSICAL REQUIRMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, type-writers, FAX machines, copiers, and telephones; may require color and depth perception.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Demonstrate all appropriate techniques and procedures for the activity.

GENERAL QUALIFICATIONS:

- High School or GED equivalent.
- Previous concession background preferred, but not necessary.
- Applicant must be 18 years of age or older.
- Commitment to a positive, fun and team-oriented working environment.
- Ability to work effectively with children and adults.
- Strong interpersonal and communication skills.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physi-cal exam and drug test.

Employee Name (Please Print) Date

Employee Name (Signature)

PARKS & RECREATION DEPARTMENT APPROVED:
ORDINANCE #: PAY RANGE: 620

JOB DESCRIPTION
CITY OF JOPLIN
ATHLETIC COORDINATOR

TITLE: ATHLETIC COORDINATOR

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under the supervision of the Recreation Coordinator, the Athletic Coordinator will provide assistance with the assessment, planning, implementation, and evaluation of sports and recreation activities for people of all ages and abilities. Specific duties are discussed in interviews, but may include, but not limited to, the following: facilitating, supervising, and/or instructing recreational activities, assisting with public marketing events/festivals, and working on projects in general program/office administration. Employee will assist in the daily operation and programming of the Joplin Athletic Complex.

A primary function of this job is to ensure that each visitor/customer/participant receives the highest caliber service.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Assist in assessing, planning, implementing, and evaluating recreation activities, as listed above.
- Preparation of site and equipment for activity with proper clean up at the end of each activity.
- Inform Recreation Coordinator of any program delivery issues or concerns, equipment concerns or maintenance needs.
- Oversee and assist the concession stand during activities and follows cash handling procedures.
- Attended required program staff meetings and trainings.
- Enforce program rules, policies and procedures.
- Adhere to proper safety precautions and dress code.
- Create a nurturing, positive and professional environment while promoting program policies and procedures amongst staff, volunteers and community.
- Communicate clearly, honestly, and respectfully with all staff, participants, parents, volunteers and general public.
- Present yourself in a professional manner and treat all people with respect.
- All other duties as specified.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.
- This position does require working some evenings, weekends, and Holidays.
- Flexible schedule is required.

JOB DESCRIPTION
CITY OF JOPLIN
ATHLETIC COORDINATOR

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with City employees and the general public.
- Communicate effectively with students and motivate children.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of appropriate regulations and safety procedures.

PHYSICAL REQUIRMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; may require color and depth perception.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Demonstrate all appropriate techniques and procedures for the activity.

GENERAL QUALIFICATIONS:

- High School or GED equivalent.
- Applicant must be 18 years of age or older.
- Commitment to a positive, fun and team-oriented working environment.
- Ability to work effectively with children and adults.
- Strong interpersonal and communication skills.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

Employee Name (Please Print) _____ Date _____

Employee Name (Signature) _____

PARKS & RECREATION DEPARTMENT
ORDINANCE #:

APPROVED:
PAY RANGE: 620

COUNCIL BILL NO. 2018-600 ORDINANCE NO.

AN ORDINANCE Approving the job descriptions for Concessions Coordinator, Athletic Coordinator and Golf Lead Cashier and the placement of the positions within the Salary Administration Plan for the City of Joplin.

WHEREAS, the City of Joplin desires to create the positions of Concessions Coordinator, Athletic Coordinator, and Golf Lead Cashier in the Parks and Recreation Department; and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That the classifications and job descriptions for the positions of Concessions Coordinator, Athletic Director, and Golf Lead Cashier in the City of Joplin's Parks and Recreation Department be created within the Salary Administration Plan of the City of Joplin.

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

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 20, 2018

ITEM: Council Bill No. 2018-601 approving the Lease Agreement between the City of Joplin and Joplin Little League

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: Council Bill No. 2018-601; copy of Lease Agreement

Parks Director:	Paul Bloomberg
Finance Director:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

INTRODUCTION:
This Council Bill approves a lease agreement with Joplin Little League for the Landreth Park Fields, including: Little League North Field, Little League North Complex, and Little League T-ball Park, including concession areas, if any, parking lots, and the immediate surrounding grounds.

DISCUSSION:

- The term of the lease shall be for a period of one (1) year at an annual rental of five hundred dollars ($500.00) per year due and payable to the Director of Finance.
- Premises to be used exclusively as a recreation facility for baseball.
- Any improvements to be made with City approval and in accordance with applicable Joplin codes and become the property of the City of Joplin unless otherwise agreed in writing.
- Upon surrender property is to be left in such condition as required by the City for future proposed usage.
- The lease shall automatically renew for up to five (5) successive one (1) year terms, covenants and conditions as specified.
- The City may terminate the lease for any breach of the agreement, or at any time without cause by giving sixty (60) days' written notice.
- Joplin Little League shall provide liability insurance during the term of agreement for One Million Dollars ($1,000,000.00).
- Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable laws, codes and regulations.

(Continuation of Cover (GREEN) Sheet for Council Bill No. approving the Lease Agreement between the City of Joplin and Joplin Little League)

- Lessee is responsible for proper maintenance and repair of any damage.
- Agreement shall not be assignable without written consent of the City.
- City may terminate the agreement for any breach of the agreement by the tenants.
- Agreement may only be modified by written agreement signed by both parties to the agreement.
- Lessee shall have exclusive rights to the playing fields and any concession revenue year-round.
- City will allow Lessee to use Wendell Redden and Gene Bassman practice fields for league practices at no cost. Designated days and reservations will be presented to the Director of Parks and Recreation for approval at least thirty (30) days before use.
- All provisions shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

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

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of February 2018, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Joplin Little League, a Missouri Nonprofit Corporation, hereinafter referred to as "Lessee".

W I T N E S E T H:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the City hereby lets and leases to the Lessee and the Lessee hereby leases from the City, that certain tract of land and improvements located thereon, described as follows:

LANDRETH PARK FIELDS, INCLUDING: LITTLE LEAGUE NORTH FIELD, LITTLE LEAGUE NORTH COMPLEX, AND LITTLE LEAGUE T-BALL PARK, including concession areas, if any, parking lots, and the immediate surrounding grounds.

To have and to hold said premises for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term. The term of this Lease shall be for a period of one (1) year from the date hereof. This Lease shall automatically renew for up to five (5) successive one (1) year terms upon the same terms, covenants, and conditions as herein specified.

2. Rent. Lessee shall pay City annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00) due and payable the date hereof to the Director of Finance of the City of Joplin. Rent for any renewal terms shall be due and payable on the anniversary date hereof.

3. Use of Premises. The premises shall be used exclusively as a recreational facility for baseball. Play shall not extend beyond 11:00 p.m., and all field lights shall be turned off no later than 11:15 p.m.

4. Utilities. Lessee shall promptly pay all utilities and other charges upon the demised premises.

5. Exclusive Rights. Lessee has exclusive rights to the playing fields and any concession revenue.

6. Practice Facilities. City will allow Lessee to use Wendell Redden and Gene Bassman practice fields for league practices at no cost. Lessee will be allowed to reserve three days per week at each field before their season begins and two days per week at each field during the season. Designated days and reservations will be presented to the Director of Parks and Recreation for approval at least thirty (30) days before use.

7. Condition of Premises. During the term of this Agreement, and any extension or renewal thereof, the City of Joplin shall inspect said premises annually and provide the Lessee with a list of repairs necessary for the proper maintenance of the facility. The Lessee shall keep the property in a clean and mowed condition and repair any damage to the property at all times, and keep the property free from nuisance or hazard of any kind and properly secure said property when not in use. Lessee has inspected the premises and surrounding areas around the ballfields and accepts the current condition of the premises on an "AS IS " and "WHERE IS" basis.

8. Condition of Premises Upon Surrender. Following the initial and renewal terms of this Lease, if exercised, the Lessee shall be obligated to relinquish the property in as good as condition as when taken, usual wear and tear excepted, or, at the option of the City, leaving the property in such condition as is required by the City for its then proposed use. All personal property shall remain the property of the Lessee or its donee or designee or their assigns. Any such personal property removed shall in no way damage the premises.

9. Improvements. No improvements shall be made without City's prior written consent. Any improvements made by Lessee shall be performed and completed in a good and workmanlike manner and shall present a neat, orderly, clean, and decent appearance to the satisfaction of City. Lessee shall comply with all applicable laws in the construction of said improvements. Any such improvements will be the property of the City of Joplin.

10. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees, and invitees, and naming the City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be

evidenced by filing with the City an Insurance Certificate, naming the City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The Lessee agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising out of the construction or remodeling as described herein, or to arise out of the use of said leased premises during the term of this Agreement or any extension thereof, both as to claims arising from injuries suffered by virtue of the condition which the premises may have been maintained, or by virtue of injuries sustained by anyone while the premises are in use by Lessee.

11. Indemnification. Lessee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments 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 City, its agents or employees, or Lessee, 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 Lessee during the term of the Lease and on the Leased premises.

12. Nature of Relationship. The Lessee shall perform as an independent contractor and shall not hold itself out to third parties as an agent of the City. The Lessee shall not be considered an agent of the City nor shall any of the employees, agents, officers, members, or other personnel of the Lessee be considered sub-agents of the City.

13. Termination. The City reserves the right to terminate this Agreement for any breach by Lessee of this Agreement. In the event that City feels a breach of this Agreement has occurred, City shall provide written notice which specifies the breach and the corrective action required to correct such breach. If breach is not corrected within thirty (30) days of said notice, the Lease shall be terminated and City shall take possession of the premises immediately. All permanent structures, fences, stands or other facilities or equipment placed upon the premises by the Lessee shall remain the property of the City. Any damage to existing equipment, stands, fences or other fixtures to the

premises by the Lessee, or its agents, employees and invitees, shall be restored to their former condition except as otherwise provided by written agreement between Lessee and the City of Joplin. The City may terminate this Lease Agreement at any time by giving sixty (60) days written notice to Lessee.

14. Assignment. This Agreement shall not be assignable by the Lessee without the express written consent of the City being first obtained.

15. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

16. 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.

17. Compliance with the Law. The Lessee shall be solely responsible for complying with all applicable Federal, State and Municipal laws, codes, and regulations in connection with the use of the property.

[Remainder of page intentionally omitted; signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument, the day and year first above written.

CITY OF JOPLIN, a
Municipal Corporation,

By: _____
Samuel L. Anselm,
Interim City Manager

"City"

ATTEST:

_____
Barbara G. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN LITTLE LEAGUE, a
Missouri Nonprofit Corporation

By: _____
_____
President

"Lessee"

ATTEST:

_____

COUNCIL BILL NO. 2018-601 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

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

EXHIBIT A

SHOW ME PACE
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement") is made and entered into by Show Me PACE, a Missouri Clean Energy Development Board ("Show Me PACE") and the municipalities of the State of Missouri that, from time-to-time, may execute this Cooperative Agreement (each, a "Municipality," and together, the "Municipalities").

RECITALS

WHEREAS, on _____, 2018, the City Council of the City of Joplin, Missouri, adopted Ordinance No. 2018-_____, authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the "PACE Act"); and,

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a Clean Energy Development Board; and,

WHEREAS, Clean Energy Development Boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and,

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality's participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality's participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the "Bylaws") have been provided to the Municipality in an acceptable form.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all Clean Energy Development Board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time-to-time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries, and upon receipt of written notice, Show Me PACE shall no longer undertake any clean energy financing with the City Joplin.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 20__ **SHOW ME PACE**

By: _____
Josh Campbell, J.D., President

Date:_____, 20__ **CITY OF JOPLIN, MISSOURI,**
a Municipal Corporation

Adopted Ordinance No. ___ joining
Show Me PACE on ____ __, 20__

By: _____
Name: Michael L. Seibert,_____
Title: Mayor_____

COUNCIL BILL NO. 2018-602 ORDINANCE NO. _____

AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and,

WHEREAS, it is in the best interests of the health, safety, and welfare of the City of Joplin, Missouri, and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to commercially zoned publicly and privately owned real property; and,

WHEREA**S**, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and,

WHEREAS, Section §67.2810.1, RSMo., authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo.) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and,

WHEREAS, on June 15, 2015, a Clean Energy Development Board named "Show Me PACE" was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and,

WHEREAS, it is in the best interests of the City of Joplin, Missouri, and its residents to join and participate in Show Me PACE.

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

Section 1. That the City of Joplin, Missouri, hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title*. This Ordinance shall be known and may be cited as "the City of Joplin, Missouri's Property Assessed Clean Energy Ordinance."

2. *Definitions*. Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.

   a. "Show Me PACE" or "District" means the Show Me PACE Clean Energy Development Board.

   b. "PACE Assessment" means a special assessment made against qualifying property in consideration of PACE Funding.

   c. "PACE Funding" means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.

   d. "Qualifying Property" means commercially zoned real property located in the city of Joplin, Missouri, that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City/County by:

1. Providing Qualifying Property owners with an application to apply for PACE Funding;

2. developing standards for the approval of projects submitted by Qualifying Property owners;

3. reviewing applications and selecting qualified projects;

4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;

6. authorizing and disbursing PACE Funding to the Qualifying Property owners;

7. receiving the PACE Assessment from the County Collector;

8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and

9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

C. Liability of the City of Joplin, Missouri Officials; Liability of the City of Joplin. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of Joplin, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City of Joplin's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City of Joplin, Missouri, has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City of Joplin.

D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.

E. The City of Joplin, Missouri as a Non-Party. The City of Joplin, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

Section 2. That the City of Joplin, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

Section 3. That the City of Joplin, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City of Joplin, Missouri, hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the "Cooperative Agreement"). The Mayor of the City of Joplin, Missouri, is hereby authorized and directed to execute the Cooperative Agreement on behalf of the City of Joplin, Missouri.

Section 4. That the election of the City of Joplin, Missouri, to join the District shall in no way constitute an obligation of the City of Joplin, Missouri, necessitating any corresponding appropriation.

Section 5. That the City of Joplin's City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City of Joplin, Missouri, for inclusion in the jurisdictional and geographic boundaries of the District.

Section 6. That the officials and agents of the City of Joplin, Missouri, are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Golhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018

Item: Council Bill 2018-602 – An ordinance enabling the City of Joplin to join Show Me PACE
Originating Department: City Manager

Attachments: 1) Council Bill 2018-602
2) Show Me PACE Bylaws

PD&NS Director: Troy Bolander	Date:
Public Works Director: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Sam L. Anselm	Date:

Recommended Action: Approval of Council Bill 2018-602, allowing the City of Joplin to join the Show Me PACE District.

SUMMARY:

Property Assessed Clean Energy (PACE) is a means of financing energy efficiency upgrades or renewable energy installations property owners. PACE financing is a tool that allows property owners to borrow money for renewable energy and energy efficiency property improvements with no upfront cost. PACE financing can pay for new heating and cooling systems, lighting improvements, solar panels, water pumps, insulation, and other energy efficient improvements.

The financing pays for 100% of a project's costs and is repaid for up to 20 years with an assessment added to the property's tax bill. The cost of the energy saving improvement is then repaid through an assessment on the owner's annual property tax bill. Assessments are tied by a lien to the specific property. If the property is later sold, the assessment and lien stay with the property and become the obligation of the new owner.

In order for any Joplin projects to be eligible for PACE financing, the City of Joplin must join a PACE district by ordinance. By joining a PACE district, the City of Joplin assumes no legal or financial responsibility for any project or developer. Pending the adoption of this ordinance, PACE financing will be available only for commercially zoned properties in the City of Joplin.

RECOMMENDATION:

Staff recommends approval of this ordinance in order to allow owners of commercially zoned property to finance energy efficient improvement projects.