COUNCIL AGENDA
March 21, 2016
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. Update On FEMA And CDBG Reimbursements By Finance Director Leslie Haase.

6. **Citizen Requests And Petitions**

   1. Request To Address Council

      Request from Julie Meikle, 3004 Massachusetts, requests to address Council concerning Boats, trailers, and cars parked in the yard.

   2. Request To Address Council

      Request from Ashley Shiwarski, NLC Service Line Warranty Program, to address council regarding the National League of Cities Service Line Warranty Program.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The March 7, 2016 Council Meeting

      Documents: MARCH 7 2016.PDF

   2. COUNCIL BILL NO. 2016-256
      AN ORDINANCE requesting the review of the Final Plat of BUCHANAN PLACE, located at the northeast corner of Broadway Street and Buchanan Road in the City of Joplin, Jasper County, Missouri.

      Documents: CB2016-256.PDF

   3. COUNCIL BILL NO. 2016-257
      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-3 and District C-0 and including in District R-2 property as described below and located at the southeast corner of 26th Street and Adele Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: CB2016-257.PDF

4. COUNCIL BILL NO. 2016-258
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 215 East Commercial Alley in the City of Joplin, Jasper County, Missouri.

Documents: CB2016-258.PDF

5. COUNCIL BILL NO. 2016-259
AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri.

Documents: CB2016-259.PDF

9. Resolutions

1. RESOLUTION NO. 2016-003

A RESOLUTION approving an application for the 2016 TIGER Grant with U.S. Department of Transportation Federal Highway Administration

Documents: RESOLUTION 2016-003.PDF, SUMMARY RESOLUTION 2016-003.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2016-111
AN ORDINANCE approving a Work Authorization for Allgeier Martin & Associates Inc. for One Million, Three Hundred-Thirty Four Thousand and No/100 Dollars ($1,334,000.00) for Consultant Services for Design and Construction Management of Sanitary Sewer Projects in the Recovery Area and containing an emergency clause.

Documents: SUMMARY SHEET WA4 CB 2016-111.PDF, EXHIBIT A.PDF, AMA-DR2AP3-4 CDBG SANITARY SEWER 02-23-2016.PDF, CB 2016 111.PDF

2. COUNCIL BILL NO. 2016-112
AN ORDINANCE approving an extension to the Solid Waste Collection Services for City of Joplin Facilities Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC which commenced on October 1, 2014 and was due to end on September 30, 2015; it was extended six (6) months to March 31, 2016; and now enacting a month to month extension for up to twelve months from April 1, 2016 through March 31, 2017 with the option of continuing the month to month basis should a new agreement not be reached through the bidding process, dealing generally with the collection, hauling and disposal of solid waste from specified city owned buildings and facilities; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents: SUMMARY SHEET CB 2016-112.PDF, COUNCIL BILL 2016-112.PDF, EXHIBIT A - CB 2016-112.PDF, EXHIBIT B - CB 2016-112.PDF, EXHIBIT C - CB 2016-112.PDF, APPENDIX A - CB 2016-112.PDF

3. COUNCIL BILL NO. 2016-113
AN ORDINANCE accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing and emergency clause.

Documents: SUMMARY SHEET CB 2016-113.PDF, EXHIBIT A - CB 2016-113.PDF, EXHIBIT B - CB 2016-113.PDF, COUNCIL BILL 2016-113.PDF

4. COUNCIL BILL NO. 2016-361
AN ORDINANCE approving the release and termination of a reversionary interest in certain property known as 315 South Cox Avenue and properties generally described as located at the Northwest corner of Railroad Avenue and 2nd Street, and authorizing the City Manager, to execute said Release; and containing an emergency clause.

Documents: CB 2016-361.PDF, CB 2016-361-MAP.PDF, CB 2016-361-SUMMARY.PDF, EXHIBIT B -CORP WARRANTY DEED.PDF, EXHIBIT A-MISSOURI STEEL CASTINGS.PDF, EXHIBIT C -NOTIFICATION DEED.PDF

5. COUNCIL BILL NO. 2016-404
AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Joplin Schools in the amount of Four Million Seven Hundred and Fifty Thousand Dollars ($4,750,000.00) to provide funding assistance for the design and construction of an Early Childhood Center and authorizing the Director of Planning, Development, and Neighborhood Services, to execute said Agreement and Amendments; and containing an emergency clause.

Documents: CB 2016-404-SUMMARY.PDF, CB 2916-404.PDF, JSD_ECC SUB-RECIP 25FEB2016.PDF

6. COUNCIL BILL NO. 2016-603
AN ORDINANCE approving an agreement between the City of Joplin and Gator Industrial LLC/Jordan Disposal for the demolition of the naval reserve structure(s) and clearing of lot located at 1st Street & Schifferdecker Ave. in the City of Joplin, Missouri, for the amount of One Hundred Forty Thousand and 00/100 Dollars (140,000); providing how the cost thereof shall be paid; and containing an emergency clause.

Documents: COJ DEMOLITION AGREEMENT.PDF, NAVALRESERVEBIDS 1.PDF, CB 2016-603 AGENDA ITEM.PDF, CB2016-603DEMO.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-505
AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2016-505 SUMMARY SHEET CHAPTER 86 PARKS FEE CHANGES.PDF, CB 2016-505 ORDINANCE CHAPTER 86 PARKS FEE CHANGES.PDF

2. COUNCIL BILL NO. 2016-506
AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights;

charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2016-506 SUMMARY SHEET CHAPTER 34 CEMETERY FEE LANGUAGE CHANGE.PDF, CB 2016-506 ORDINANCE CHAPTER 34 CEMETERIES FEE CHANGE.PDF

3. COUNCIL BILL NO. 2016-507
AN ORDINANCE repealing Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2016-507 SUMMARY SHEET CHAPTER 118 UTILITIES FEE LANGUAGE CHANGE.PDF, CB 2016-507 ORDINANCE UTILITIES FEE LANGUAGE CHANGE.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2016-604

AN ORDINANCE approving a contract change order policy for the City of Joplin, and directing the City Manager to establish internal procedures as necessary to ensure proper checks and balances to change orders are implemented and adequately supported by documentation.

Documents: CB2016-604.PDF

13. Unfinished Business

14. New Business

1. NEWS FROM THE PIO

2. CLOSED SESSION
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 to discuss leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021(1) (2) RSMo, as amended, 2015. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

Sound enhancement units are available for hearing impaired customers who provide a

form of identification as security, which will be returned to the customer upon the return of the unit.

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES March 7, 2016

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 Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by the Scouts of Pack 77 of the College Heights Christian Church. They were in attendance working on their citizenship badge.

ROLL CALL – Answering Roll Call were: Morris Glaze; Miranda Lewis; Dan McCreary; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Melodee Colbert-Kean was on a National League of Cities Trip in Washington D.C. but attending this meeting by phone.

PRESENTATIONS
Deb Ollis, Chairman of the Women's Auxiliary Veterans of Foreign Wars Post 534, Joplin, to present patriotism award to the City of Joplin for flying the American flag. Deb Ollis and Kevin Sidenstricker of the VFW thanked the Joplin City Council for flying the American flag for patriotism.

Warren Turner, former Missouri Southern Baseball Coach to make a formal presentation to Joplin City Council. Former Missouri Southern Baseball Coach Warren Turner presented to the Joplin City Council a picture from the October 18, 1953 exhibition game at Miners Park. (see excerpt below)

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

CITIZEN REQUESTS AND PETITIONS
Andrew Moyer, 4561 S. Duquesne, would like to address on Council on starting a new church on 20th street. Andrew Moyer did not appear.

City Clerk Barbara Hogelin reported an additional request had come to her office from Elizabeth Lundstrom, 4702 Wendi Rd. Motion by Mr. Glaze, Second by Mr. Scearce to allow Ms. Lundstrom to address Council. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0. Ms. Lundstrom addressed Council with concerns regarding the Housing Authority where her mother was a resident. City Attorney informed Ms. Lundstrom that the City of Joplin had nothing to do with the Housing Authority.

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

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

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

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-257 - 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-3 and District C-0 and including in District R-2 property as described below and located at the southeast corner of 26th Street and Adele Avenue in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Darren Collins, 10th and Main, Galena, Kansas appeared in favor of this item.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Scearce introduced Council Bill No. 2016-257. Motion by Mr. Scearce, Second by Mr. Glaze that Council Bill No. 2016-257 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0.

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-258 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 215 East Commercial Alley in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Stephen Cooper, 215 E. Commercial Alley, Joplin, Missouri appeared in favor of this item.

No one appeared in opposition of this request.

The public hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2016-258. Motion by Dr. Rosenberg, Second by Mrs. Lewis that Council Bill No. 2016-258 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0.

CONSENT AGENDA – Motion by Mr. Glaze, Second by Mrs. Lewis to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0.

Minutes of the February 16, 2016 Council Meeting

COUNCIL BILL NO. 2016-005-AN ORDINANCE amending Chapter 114, Traffic, Article II, Administration and Enforcement. In general, amending Section 114-121 of the Joplin City Code. **Ordinance No. 2016-032**

COUNCIL BILL NO. 2016-256-AN ORDINANCE requesting the review of the Final Plat of BUCHANAN PLACE, located at the northeast corner of Broadway Street and Buchanan Road in the City of Joplin, Jasper County, Missouri. STAYS ON CONSENT AGENDA

COUNCIL BILL NO. 2016-259 - AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri. STAYS ON CONSENT AGENDA

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Glaze introduced COUNCIL BILL NO. 2016-106-an ordinance approving a contract with Blevins Asphalt Construction Company Inc. in the amount of One Million Three Hundred Sixty One Thousand One Hundred Sixty Three and 50/100 Dollars ($1,361,163.50) for Resurfacing in Various Locations 2016 project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. McCreary that Council Bill No. 2016-106 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-033**

Mr. Glaze introduced COUNCIL BILL NO. 2016-107- an ordinance approving a contract for solid waste and single-stream recycling collection, disposal, and processing services for single-family and duplex residential living units, and dealing generally with the residential trash service established by Ordinance in 2004; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Stanley that Council Bill No. 2016-107 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-034**

Mr. Stanley introduced COUNCIL BILL NO. 2016-108-AN –an ordinance authorizing the City of Joplin to enter into a Construction Contract with Arbor Masters Tree Service in the amount of Fifty Eight Thousand Five Hundred Sixty Six and no/100 Dollars ($58,566.00) for the St. Louis Zora to Broadway Tree & Stump Removal; authorizing the Director of Public Works to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2016-108 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-035**

Mr. Glaze introduced COUNCIL BILL NO. 2016-109- an ordinance approving a Joint Agreement with the Kansas City Southern Railway Company for closure of the at-grade crossing near 18th Street and Wisconsin Avenue; and authorizing the City Manager to convey the described crossing rights to the railroad company by Quit Claim deed; and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Stanley that Council Bill No. 2016-109 be amended to correct the wording to read Section 2.12 subsection 6 of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. Motion by Mr. Glaze, Second by Mr. Scearce that Council Bill No. 2016-109 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-036**

Mrs. Lewis introduced COUNCIL BILL NO. 2016-110- an ordinance approving a purchase order to Armor Equipment in the amount of One Hundred Seventy Four Thousand Four Hundred Forty Four and no/100 Dollars ($174,444.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. Stanley that Council Bill No. 2016-110 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 8. Nays: 1, McCreary. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-037**

Mr. Scearce introduced COUNCIL BILL NO. 2016-357–an ordinance approving an agreement by and between the City of Joplin and PLBJD Inc. for Engineering and Project Management Services. The contract amount is $35,650.00 (Thirty-Five Thousand Six Hundred and Fifty Dollars), and authorizing the Director of Planning, Development, and Neighborhood Services, to execute said Agreement and Amendments; and containing an emergency clause. Motion by Mr. Scearce, Second by Mr. McCreary that Council Bill No. 2016-357 be tabled. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was Tabled

Mr. Scearce introduced COUNCIL BILL NO. 2016-360–an ordinance approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 218 S. Park in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Forty Nine and 00/100 Dollars (2,449.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.
Motion by Mr. Scearce, Second by Mrs. Lewis that Council Bill No. 2016-360 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-038**

Mr. Stanley introduced COUNCIL BILL NO. 2016-450-an ordinance authorizing the City of Joplin to terminate participation in an Intergovernmental Mutual Aid Agreement for Local Public Health Agencies of the State of Missouri; authorizing the City Manager and Health Department Director to terminate said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Stanley, Second by Mr. McCreary that Council Bill No. 2016-450 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-039**

Mr. Stanley introduced COUNCIL BILL NO. 2016-502-AN –an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2016-502 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-040**

Mr. Stanley introduced COUNCIL BILL NO. 2016-503-AN–an ordinance approving the reclassification of various positions in the Parks Department; adding an additional Recreation Coordinator; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2016-503 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-041**

Mr. Glaze introduced COUNCIL BILL NO. 2016-504–an ordinance Agreement by and between the City of Joplin and Joplin Proud, dealing generally with the "Five Years Strong" anniversary event; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations; and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Shaw that Council Bill No. 2016-504 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 8. Nays: 0. Abstention: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-042**

Mr. Glaze introduced COUNCIL BILL NO. 2016-602-AN –an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Hubler Family Investments, a Missouri Limited Partnership, for the purchase of a two (2) acre tract generally located at the intersection of 30th Street and Jaguar Road, near the Crossroads Industrial Park; and containing an emergency clause. Motion by Mr. Glaze, Second by Mrs. Lewis that Council Bill No. 2016-602 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-043**

ORDINANCES – FIRST READING

Mr. McCreary introduced COUNCIL BILL NO.2016-604-an ordinance approving a contract change order policy for the City of Joplin, and directing the City Manager to establish internal procedures as necessary to ensure proper checks and balances to change orders are implemented and adequately supported by documentation. Motion by Mr. McCreary, Second by Mr. Scearce to add the language change orders will no longer need to wait for a council vote but will still require approval from the department head requesting the change. The city attorney, the finance director and the city manager, if any of the 4 do not approve then the change order will come to Council for a vote and approval. Voting in favor were Council Members: Colbert-Kean, McCreary, Scearce, Seibert. 4. Nays: 5, Lewis, Glaze, Rosenberg, Shaw and Stanley. The motion failed. Motion by Mr. Glaze, Second by Mrs. Lewis to Pass Council Bill No. 2016-604 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Lewis, Glaze, Rosenberg, Seibert, Shaw and Stanley 6. Nays: 3, Colbert-Kean, McCreary, Scearce. The Bill was read as being

Council Bill No. 2016-604.

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Appointments/Reappointments to the Boards and Commissions
Motion by Mr. Stanley, Second by Mrs. Lewis to reappoint the following to the Parks and Recreations Board: Parks & Recreation: Josh DeTar.
New Appointments: Airport Board: Kelli Norris; JSA (ALT) Mark Turpen; Historic Preservation: William Fischer; JSA Board: Shawn Klosterman (moved from Alternate to Regular position) Council voted 9-0 for both Reappointments and New Appointments.

News from the PIO
PIO Lynn Onstot reports: The 143rd United States Army Band and Soldiers Chorus will be here at the Performing Arts at Joplin High School on March 23, 2016 to perform. It is also the city's birthday. To celebrate the Mayor will read a Proclamation and Brad Belk will give a brief history of the city's celebrating the event. Refreshments will be served to those in attendance.

The State wide tornado drill is next week.

Citizens throughout the Joplin area are encouraged to submit comments regarding the 2036 Metropolitan Transportation Plan (MTP), which identifies how the Joplin region intends to invest in the transportation system. The MTP serves as the blue print for transportation improvement priorities within the metro area. Transportation items within the plan include roadways and bridges, public transit, rail, aviation, freight, and bicycle/pedestrian.

JATSO members emphasize that the future of the metropolitan transportation system and success of the MTP depends on the public's participation. The public is encouraged to provide input through the available website. To learn more, review available documents, and provide comments, visit JATSO online at www.jatso.net . JATSO staff will be taking public comments until the close of business on Monday, March 14, 2016. The JATSO Policy Board will vote on the 2036 Metropolitan Transportation Plan on March 17, 2016 at 1:30 p.m. in the 5th floor study at City Hall.

The 2036 MTP can be viewed at http://www.joplinmo.org/DocumentCenter/View/5086.

EXCERPT from the March 7, 2016 City Council Meeting
Warren Turner, former Missouri Southern Baseball Coach to make a formal presentation to Joplin City Council.
Good evening Council, thank you I appreciate the time you have given me.
October 18, 1953 a special occurrence happened. I asked Barbara Hogelin if she would give us the City Council at that particular time and I don't know if anybody will know them. Dr. Rosenberg might or Dr. Scearce. While you're reading that I'm going to pass out the Joplin Globe of the 18th & 19th. (City Clerk Barbara Hogelin read the names of the October 18, 1953 City Council members) Those five members of Council at that time were: Dr. H. Chris Oltman, Mayor Dr. VE Kenney, Mayor Pro Tem, UW (Rice) Johnston, Harry A. Richardson and Mr. Abernathy. Warren asked if anyone remembered any of those people. Dr. Rosenberg remembered Dr. Oltman. A dentist.

Warren turned to the audience and said, "I promise you there's a place in heaven for those City Councilmen right now and that's where they are right now".

Can you also think of what kind of problems they had then versus now? Holy cow, and there's only five of them to do it so Barbara, I appreciate you doing that.

October 18, 1953 there was a special exhibition benefit baseball game played at Miners Park. There was a young man drowned who was a professional player in Grand Lake named Red Crowder. Joe Becker at the time which we named the park after was a civic leader and most sought after banquet speaker. I didn't know if you knew that. Great talker, and in fact, he gave me money for my first bicycle. He was on a bowling team. They gave me that and I appreciate that.

Joe Becker was the organizer. He wanted to raise money for this family, Red Crowder. So he felt the best way to do that was to get Farrell Anderson and the All Stars. Farrell Anderson knew the All Stars. Remember Farrell Anderson City Council? I believe he was on the School Board. He got up an All Star Team and Mickey Mantle got up an All Star team. And they would have a fundraiser to raise money for the Crowder family. If I could have the picture: (City shows picture on PowerPoint of All Star game while Warren Turner points out key people of this particular situation)Steve Leubbeur- How we got there- someone sent him this. He went through the Globe archives and the Herald archives
I think there was only one picture taken of Mickey Mantle at Joe Becker that we have of him and this is what I'm going to present to City Council tonight. I'm going to explain a few things to you. Before the renovation that we had as we look here at the people this is a Sunday. It's a 2:30pm afternoon game so you can see the hats the people are wearing. Can you guys all see that? It's a Sunday and notice there's about 2300 people in the stands. The Blasters would like that. It cost a $1.00 to get in the game and twenty-five cents for children. You can see that's a heck of a crowd. You can see that's the largest crowd that's ever been there to see Mickey Mantle of course the draw is Mickey Mantle and Kenny Boyer. Which is #14. Which is an unusual picture. There are major people in the picture at the same time which is unusual

So we have Kenny Boyer, hitting a home run, with the Boyer boys just getting out of the service and he was in the minor league for a little bit and then he went to the major league when he was done. Up here we have Mickey Mantle. That's him hitting. Mickey Mantle played in the game. He hit a home run. Also Mickey wanted to pitch so he pitched. Boy, did he have a knuckle ball.

The catcher is Farrell Anderson of Joplin. Farrell played in the Dodgers organization. By the way Farrell had a team in the Pros and as he traveled and played from town to town Farrell would tell us stories of his experiences. He played in Montreal which was the Triple A Club of the Dodgers at the time. Jackie Robinson came to Montreal. They used to tell us stories of how people picked on Jackie Robinson, unbelievable. Unbelievable of what he went through for what he said and everything so out of respect. Everything we've done for him we need to appreciate him more and more in that particular situation.

The umpires were Pro umpires. The umpire at 3rd is Vernon Tappanan. His son just passed away a few weeks ago. He was a famous umpire. The other two were pro guys. You see that guy right there (pointing to himself in the picture) that's one of the most famous faces in Joplin, Warren Turner. I want you to know we've got Kenny Boyer, Mickey Mantle, Farrell Anderson, and Warren Turner in that picture. When we tore down Joe Becker Bill Scearce was Parks and Recreation Director and he wouldn't make any changes to Joe Becker.

Notice the locker room – on the roof it says Morgan Roofing. Now I don't know if any of you remember Morgan roofing company or not. Remember that 93 Phone number line 93?
The last thing here – Oh by the way the wooden posts were taken down nine years ago. And when we took the wooden post down people came out and chipped wood off those wooded posts. Why? That's where Mickey Mantle played at. I want something that Mickey Mantle played at. So I'm sitting there thinking, playing there, coaching, there, and being the grounds keeper there never thought I'd be the grounds keeper there. Well, I can't tell you how many people will be driving on I-44 and would come by and ask if I can go to short stop and take a picture. He played short stop by the way too. He played outfield, pitched and hit. So that's how famous he was. A guy from NY called me on the phone eight years ago when he died and said "Is there anything left? Is there anything left at that stadium I hear you're the grounds keeper"? I said "yeah, I've got a batting cage." (Pointing to the batting cage on the PowerPoint)

That batting cage right there was the batting cage I used. It's now sitting next to Schifferdecker with the wheels are off. I only wish I'd thought I would have said, "Yeah, I got dirt and I'll take your money for it". But in general that's the stadium. You notice the people sitting out there. You notice me. I wouldn't be sitting there now. You'd have a helmet on. The ball would get hit to you and everything. So a lot of things have changed. That's the ball park. Somehow we got that picture. I've been looking and searching for a picture. Steve Leubbeur got the picture. He's not here he's in spring training right now but he wanted you all to have it. Any questions on the ball park or anything. This picture for a baseball person is unusual we have Mickey Mantle and the fact it's at Miners Park.

Mayor, I've got this picture. I don't know how you want to do it. You want to put it up? Bill Scearce has several pictures. One will go to the Mineral Museum but if you'd like a picture I'd be glad to get you one. It's very meaningful to me because I'm probably the only one that's still alive. I was ten years old then.

On behalf of Mickey Mantle, Kenny Boyer, Farrell Anderson, Joe Becker, Steve Leubbeur and Warren Turner, here's the picture.

Mayor said (to Warren Turner) he would graciously accept this on behalf of the City Council but you are our living baseball legend and we thank you for all you have done for baseball.

There being no further business the meeting adjourned at 8:33p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-256
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 2/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 007-16: Northeast corner of Broadway Street and Buchanan Road – A request to Review the Final Plat of Buchanan Place for the construction of duplexes – Rick Benson.

STAFF SUMMARY:
The final plat approval is for Buchanan Place. This addition will be a 7 lot two-family residential subdivision at the Northeast Corner of Broadway Street and Buchanan Road. Mr. Benson has also successfully rezoned this property to R-2, Two Family Residential and vacated a portion of the street easement for development. The Final Plat does require City Council approval.

Staff recommends approval of Case 007-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. John Bolte, Small Arrow Engineering, appeared representing Rick Benson, the developer on this project. This seven-lot addition basically re-plats all of the smaller lots from the original subdivisions. Utility and drainage easements will be created throughout the parcel to convey the drainage runoff from Broadway Street and to provide the corridor for the installation of the sanitary sewer to be dedicated to the City of Joplin.

Mr. Bolte may dedicate an additional private easement to Missouri American Water Company once it is determined where they want to build their system.

Mr. Duncan asked if the preliminary plat and the final plat are exactly the same, and Mr. Bolte replied they are basically the same. The final plat includes the space for the vacation of the portion of Buchanan Road, which is now part of Lot 5.

Mr. Smith asked about access to Lot 6. Mr. Bolte replied Lot 6 and Lot 7 will actually face Broadway Street. A driveway serving those two lots will enter from Broadway, with two access points along that driveway to serve Lots 6 and 7.

PUBLIC COMMENT:
None.

Z&P Meeting: February 10, 2016
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Final Plat

CASE 007-16 Final Plat review

NAME OF SUBDIVISION Buchanan Place

LOCATION: Northeast Broadway Street and Buchanan Road

APPLICANT: Rick Benson

PRESENT ZONING: R-2, Two-Family Residential

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-2
Land Use	Residential	Residential	Residential	Residential

SUBDIVISION:

Number of lots
7

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Broadway Street	Arterial	70'
Buchanan Road	Arterial	70'

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

No.

UTILITIES A new gravity sewer extension will be placed along the back of the property to service the new development.

FLOOD PLAIN N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat approval is for Buchanan Place. This addition will be a 7 lot two-family residential subdivision at the Northeast Corner of Broadway Street and Buchanan Road. Mr. Benson has also successfully rezoned this property to R-2, Two Family Residential and vacated a portion of the street easement for development. The Final Plat does require City Council approval.

Staff recommends approval of Case 007-16.

ENCLOSURES:

Final Plat

Submit by Email | Print Form

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 007-16
Date Filed: _____
Date of Meeting: 2-10-16
Fee: _____

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Buchanan Place

II. Name of Owner: RBC Enterprises Limited, Inc.

III. Name of Subdivider: Rick Benson

IV. Name of Person who prepared the Plat: MJ Surveying, LLC (Brian Atnip, PLS)

V. Date of Hearing: Feb 8, 2016

VI. Location of Property by Streets: E/o Patterson Ave, N/o Broadway St. and E/o Buchanan Road

VII. Present Zoning of Property R2

VIII. Present Uses of Property Undeveloped

IX. No. of Acres in Total Tract 2.5 No. of Lots 7

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☒	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☒	☐

C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	☒	☐
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	☒	☐
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	☒	☐
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	☒	☐
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	☒	☐
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission.	☒	☐
I.	Bullding setback lines on the front and side streets with dimensions.	☒	☐
J.	Name and address of the registered land surveyor preparing the plat.	☒	☐
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	☒	☐
L.	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated.	☒	☐
XI.	Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted?	☒	☐

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☒ ☐

B. Dedications or reservations. ☐ ☐

C. Surveyor preparing plat. ☒ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☒ ☐

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☒ ☒

B. If so, has a copy been submitted? ☐ ☐

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒

BUCHANAN PLACE

BEING A REPLAT OF LOTS 3 THROUGH 8 AND LOTS 16 THOUGH 22 IN BLOCK 25 OF COLLEGE HILL ADDITION AND LOT 8 OF O.F. NICHOLS SUBDIVISION

CITY OF JOPLIN, JASPER COUNTY, MISSOURI

DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE S89°30'22"W ALONG THE NORTH RIGHT-OF-WAY OF BROADWAY STREET, A DISTANCE OF 330.00 FEET;
THENCE N01°29'29"E A DISTANCE OF 94.91 FEET;
THENCE 6w°16'17"E A DISTANCE OF 11.61 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 64.22 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF BUCHANAN ROAD;
THENCE N21°47'37"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 304.88 FEET TO A POINT ON THE NORTH LINE OF LOT 8 OF O.F. NICHOLS SUBDIVISION;
THENCE S89°22'33"E A DISTANCE OF 104.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;
THENCE S02°51'54"W A DISTANCE OF 150.25 FEET;
THENCE S89°19'51"E A DISTANCE OF 13.57 FEET;
THENCE S00°12'47"W A DISTANCE OF 180.43 FEET TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE N89°33'27"W A DISTANCE OF 30.04 FEET TO THE NORTHEAST CORNER OF LOT 16 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE S01°37'27"W A DISTANCE OF 140.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.5 ACRES MORE OR LESS

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY

URBAN

FLOOD ZONE INFORMATION

ZONE X
MAP NUMBER 29097C0278E
MAP REVISED AUG. 10, 2012

PROPERTY OWNER

BSC ENTERPRISES LIMITED, INC.
P. O. BOX 2283
JOPLIN, MISSOURI 64802

BUILDING SETBACKS

FRONT SETBACK - 25'
SIDE SETBACK - 7'
SIDE SETBACK ALONG A STREET - 15'
REAR SETBACK - 25'

SUBDIVISION INFORMATION

TOTAL ACRES: 2.5±
TOTAL NO. OF LOTS: 7
ZONING: R-2

SOURCE DOCUMENTS

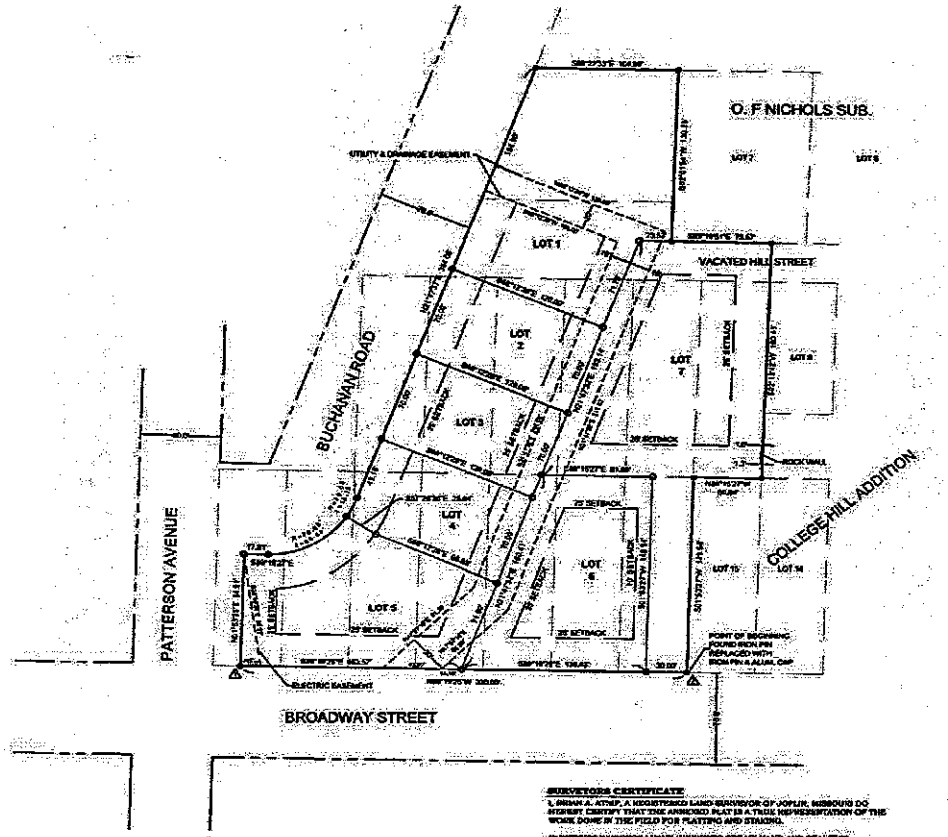
BOOK 1538 PAGE 2003
BOOK 1546 PAGE 1251
BOOK 1590 PAGE 1409
BOOK 1568 PAGE 45
WILZ COUNTY SURVEY FILE #1999-74-04

NOTES

LOT OWNERS TO BE NOT WITHIN 15 MONTHS OF THE RECORDING OF THE ROWE PLAT.

LEGEND

- ⊙ - FOUND IRON PIN
- ○ - SET IRON PIN
- ⊙ - SET IRON PIN WITH ALUM. CAP
- (M) - MEASURED
- (D) - DEED



	DESCRIPTION	NORTHING	EASTING
A	NW COR. OF PROPERTY	334246.85	771167.23
B	SE COR. OF PROPERTY	333941.09	771167.84

COORDINATES ARE BASED ON STATE PLANE GRID

SURVEYORS CERTIFICATE

I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS _____ DAY OF _____, 2016.

BRIAN A. ATNIP LS 2009000438

DEDICATION

KNOW ALL ME BY THESE PRESENTS RICK WINSOR, PRESIDENT OF BSC ENTERPRISES LIMITED, INC., DO HEREBY PUBLISH, DECLARE, AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS AND EASEMENTS ARE SHOWN THEREON AND DO HEREBY DEDICATE ALL STREETS AND EASEMENTS TO THE PUBLIC FOREVER, AND DO HEREBY CERTIFY THAT THE TAXES FOR THE YEAR _____ AND ALL PREVIOUS YEARS ARE PAID.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS ____ DAY OF _____, 20__.

RICK WINSOR, PRESIDENT

THIS PLAT OF BUCHANAN PLACE HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF JOPLIN PLANNING AND ZONING COMMISSION THIS ____ DAY OF _____, 20__.

CHAIRMAN

THIS PLAT OF BUCHANAN PLACE INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____ DULY PASSED AND APPROVED BY THE MAYOR OF JOPLIN, MISSOURI ON THIS ____ DAY OF _____, 20__.

MAYOR _____ CITY CLERK _____

STATE OF MISSOURI }
COUNTY OF JASPER } ss

ON THIS ____ DAY OF _____, 2016, BEFORE ME, A NOTARY PUBLIC IN SAID COUNTY AND STATE, PERSONALLY APPEARED RICK WINSOR, PRESIDENT OF SAID BSC ENTERPRISES LIMITED, INC., A MISSOURI COMPANY, TO ME KNOWN TO BE THE PRESIDENT OF SAID COMPANY, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL IN JOPLIN, MO IN SAID COUNTY AND STATE.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

STATE OF MISSOURI }
COUNTY OF JASPER } ss

IN THE OFFICE OF THE RECORDER OF DEEDS, I, CHARLOTTE PICKERING, RECORDER OF SAID COUNTY AND STATE DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING AND PLAT WAS FILED FOR RECORD AT ____ O'CLOCK AND ____ MINUTES ____ M. ON THIS _____ DAY OF _____, 2016, DULY FILED FOR RECORD IN THIS OFFICE IN BOOK _____ AT PAGE _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CARTHAGE, MISSOURI THIS ____ DAY OF _____, 20__.

RECORDER OF DEEDS _____

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2004048 EXPIRATION 12/31/2016

MJ SURVEYING INC
PH 417.623.3626
FAX 417.623.1796
314 E. MAIN ST.
JOPLIN, MO 64801

DRAWN BY	DATE 1/26/2016	RICK WINSOR COMM.	
APPROVED BAA	DATE 2/1/2016	PART OF COLLEGE HILL ADDITION TO JOPLIN	
SCALE 1" = 40'	SHEET	JASPER COUNTY, MISSOURI	
		PROJECT # 15346	

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

Case 007-16: Northeast corner of Broadway Street and Buchanan Road – A request to Review the Final Plat of Buchanan Place for the construction of duplexes – Rick Benson.

Mr. Eastman opened the public comment period for Case 007-16.

Mr. John Bolte, Small Arrow Engineering, 216 South Main Street, Joplin, appeared representing Rick Benson, the developer on this project. This seven-lot addition basically re-plats all of the smaller lots from the original subdivisions. Utility and drainage easements will be created throughout the parcel to convey the drainage runoff from Broadway Street and to provide the corridor for the installation of the sanitary sewer to be dedicated to the City of Joplin.

Mr. Bolte may dedicate an additional private easement to Missouri American Water Company once it is determined where they want to build their system.

Mr. Duncan asked if the preliminary plat and the final plat are exactly the same, and Mr. Bolte replied they are basically the same. The final plat includes the space for the vacation of the portion of Buchanan Road, which is now part of Lot 5.

Mr. Smith asked about access to Lot 6. Mr. Bolte replied Lot 6 and Lot 7 will actually face Broadway Street. A driveway serving those two lots will enter from Broadway, with two access points along that driveway to serve Lots 6 and 7.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 007-16.

MR. DERMOTT MOVED, SECONDED BY MR. RAMSOUR, THAT THE FINAL PLAT AS PRESENTED IN CASE 007-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAH, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 007-16
Rick Benson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-256 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of BUCHANAN PLACE, located at the northeast corner of Broadway Street and Buchanan Road in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for BUCHANAN PLACE in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of BUCHANAN PLACE, described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16
BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE N89°19'25"W ALONG THE NORTH RIGHT-OF-WAY
OF BROADWAY STREET A DISTANCE OF 330.00 FEET;
THENCE N01° 53'25"E A DISTANCE OF 84.91 FEET;
THENCE S89°15'27"E A DISTANCE OF 17.81 FEET TO A
CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE
OF 84.22 FEET TO A POINT ON THE EASTERLY
RIGHT-OF-WAY OF BUCHANAN ROAD;
THENCE N21°47'37"E ALONG SAID RIGHT-OF-WAY A
DISTANCE OF 354.08 FEET TO A POINT ON THE
NORTH LINE OF LOT 8 OF O.F. NICHOLS SUBDIVISION;
THENCE S89°22'33"E A DISTANCE OF 104.99 FEET TO THE
NORTHEAST CORNER OF SAID LOT 8;
THENCE S02°01'54"W A DISTANCE OF 130.25 FEET;
THENCE S89°19'51"E A DISTANCE OF 73.57 FEET;
THENCE S02°12'42"W A DISTANCE OF 180.43 FEET TO THE
SOUTHEAST CORNER OF LOT 8 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE N89°15'27"W A DISTANCE OF 50.04 FEET TO THE
NORTHEAST CORNER OF LOT 16 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE S01° 53'27"W A DISTANCE OF 149.54 FEET TO THE POINT OF
BEGINNING.

CONTAINING 2.5 ACRES MORE OR LESS.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 2/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 004-16: Southeast Corner of 26th Street and Adele Avenue – A request to rezone from R-3 (Multi-Family Residential) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential) for the construction of duplexes – Iftikhar Ali.

STAFF SUMMARY:
This property is being developed for residential duplexes which are allowed under its current zoning designation. However, the side yard setbacks for an R-3 corner lot are 15-feet, whereas the side yard for R-2 corner lots range from 6-10 feet. The R-2 zoning designation is appropriate for this area and use.

This corridor is a mixture of moderate and high density residential and non-retail commercial development. This zoning change would be appropriate for this commercial corridor.

Staff recommends approval of Case 004-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Darren Collins appeared representing Dr. Ali to request the rezoning of the property in Case 004-16. Dr. Ali wishes to build a couple of duplexes due to issues with set-back requirements in the R-3 district because of a drainage easement and a sewer easement running throughout this property.

Mr. Eastman asked how many duplexes are planned, and Mr. Collins replied two duplexes.
Mr. Eastman asked if these are one-story duplexes, and Mr. Collins replied two-story duplexes.

PUBLIC COMMENT: None.

Z&P Meeting: February 10, 2016
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Rezoning

CASE 004-16: A request to rezone from R-3-PD (Planned Multi-Family Development) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential).

LOCATION: Southeast corner of 26th Street and Adele Avenue

APPLICANT: Dr. Iftikar Ali

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-3-PD Planned Multi-Family Residential Development	Undeveloped	11,250 sq ft
C-O	Undeveloped	14,850 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-4	R-3	R-4
Land Use	Residential	Elks Lodge	Residential	Residential

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as High-Density Residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
26th Street	Collector	65'
Adele Avenue	Secondary	50'

UTILITIES: There is utility access to the property and a sanitary sewer line that runs through the southern portion of the property.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Due to a sewer easement cutting through the property, setbacks for R-3 and C-O zoning designations would inhibit the property owner's ability to develop this site for residential duplexes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property is being developed for residential duplexes which are allowed under its current zoning designation. However, the side yard setbacks for an R-3 corner lot are 15-feet, whereas the side yard for R-2 corner lots range from 6-10 feet. The R-2 zoning designation is appropriate for this area and use.

This corridor is a mixture of moderate and high density residential and non-retail commercial development. This zoning change would be appropriate for this commercial corridor.

Staff recommends approval of Case 004-16.

ENCLOSURES:

Map

Application

REZONING APPLICATION FORM

RECEIVED 1-4-16

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

For Office Use Only

Case No.: 004-16
Filing Fee: $ 350.00
Date Advertised: 1-26-16
Date Notices Sent: 1-27-16
Public Hearing Date: 2-8-16

APPLICANT: IFTIKHAR ALI PHONE: 417-622-9149
ADDRESS: 2216 E 32nd st, Ste #101 Joplin MO ZIP: 64804
OWNER: IFTIKHAR ALI PHONE: 417-622-9149
ADDRESS: 2216 E 32nd st, Ste #101, Joplin MO. ZIP: 64804
LOCATION OF PROPERTY:
LEGAL DESCRIPTION:

Present Zoning R-3 PD + CO Requested Zoning: R-2 Acreage:
Present Use of Property: Vacant (Multi Family Pre Tornado)

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	26th St / Residential	26th St / R1 + R2
South	Multi Family	R-3
East	Elks	R-4
West	Multi Family	R3 & CO + R4

CHARACTER OF THE NEIGHBORHOOD: Everything S. of 26th on Adele is Multi Family.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Drainage through property causes problems with R-3 Setbacks.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

Darren Coleman

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 26TH & Addl
2. Classification of Street(s):
   Arterial _____ Collector 26TH Local Addl
3. Right-of-Way Width: 65' & 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

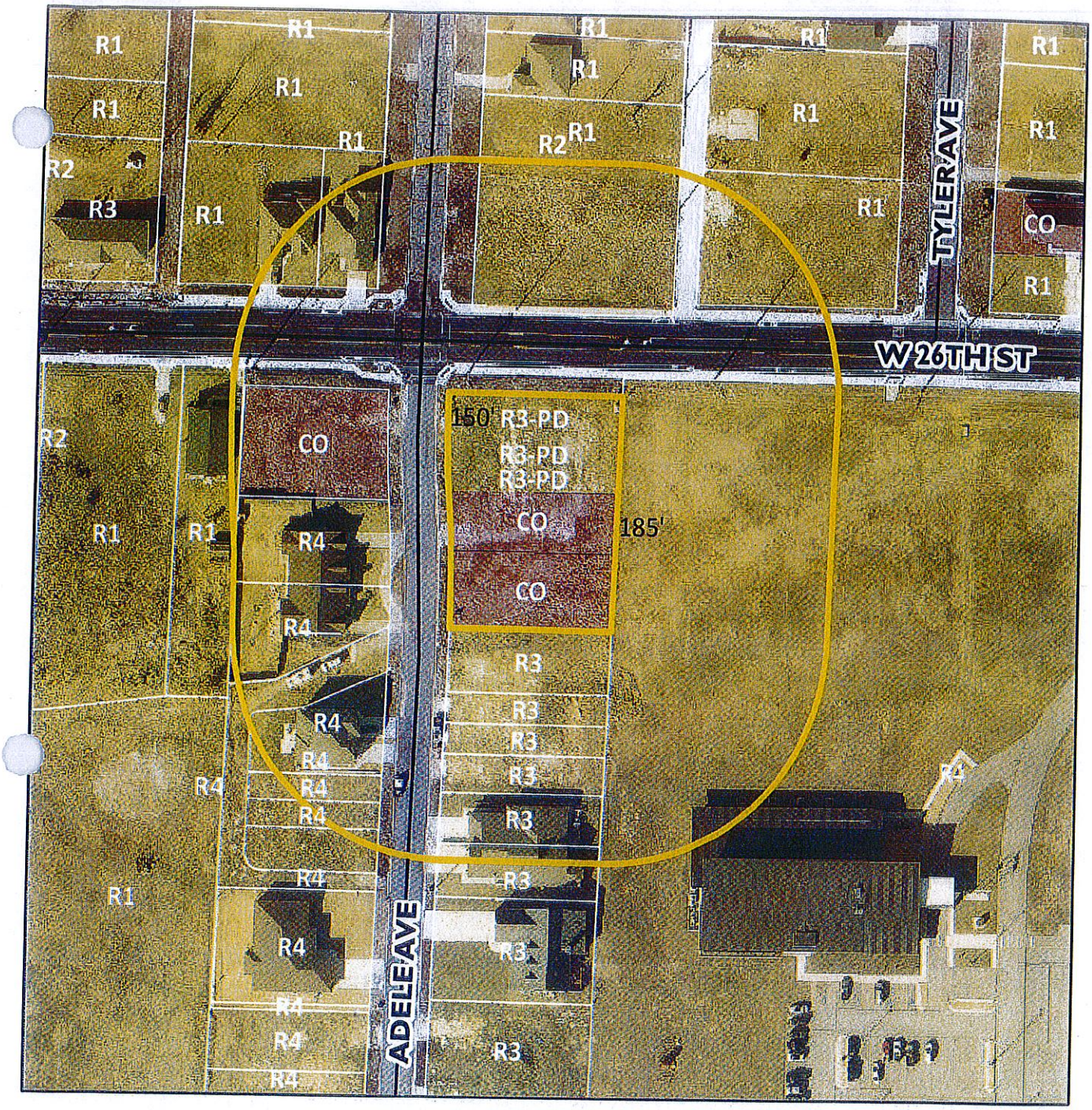
1. Appropriately Sized Lots? ~~85 x 137~~ 185 x 138
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 12-31-15

BY: IFTIKHAR ALI

TITLE: OWNER



Case 004-16: Southeast corner of 26th Street and Adele Avenue - A request to rezone from R-3-PD (Planned Multi-Family Residential Development) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential) - Iftikhar Ali.

N

Case 004-16: Southeast Corner of 26th Street and Adele Avenue – A request to rezone from R-3 (Multi-Family Residential) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential) for the construction of duplexes – Iftikhar Ali.

Mr. Eastman opened the public hearing for Case 004-16.

Mr. Darren Collins, 3600 Southeast 110th Street, Galena, Kansas, appeared representing Dr. Ali to request the rezoning of the property in Case 004-16. Dr. Ali wishes to build a couple of duplexes due to issues with set-back requirements in the R-3 district because of a drainage easement and a sewer easement running throughout this property.

Mr. Eastman asked how many duplexes are planned, and Mr. Collins replied two duplexes. Mr. Eastman asked if these are one-story duplexes, and Mr. Collins replied two-story duplexes.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 004-16.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 004-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAH, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 004-16
Iftikhar Ali
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-257 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-3 and District C-0 and including in District R-2 property as described below and located at the southeast corner of 26th Street and Adele Avenue in the 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-3 and District C-0 and including same in District R-2:

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN WOODLAND HILLS SOUTH, A SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESERVATIONS OF RECORD, IF ANY.

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 _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-258
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 2/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 005-16: 215 East Commercial Alley – A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial) for a multi-family residential development – Stephen Cooper.

STAFF SUMMARY:
This property was previously being used as residential apartments until Mr. Cooper was contacted by the Building Department and Fire Marshall to address non-compliance with the City of Joplin Building Code. Upon meeting with City, Mr. Cooper expressed that he was unaware of the current building and zoning codes but was willing to suspend operation of the apartments in order to bring the building up to code.

The property needs to be rezoned to C-3 (Commercial) to comply with the Future Land Use map for the area. If the property is rezoned, Mr. Cooper will be working with the Fire Department and the Building Division in order to renovate the existing apartments and ensure code compliance.

Staff recommends approval of Case 005-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Cooper requested the rezoning of the property in Case 005-16. He did not know the property was zoned M-2. He operated a bicycle shop there for several years and is in the process of developing some loft-type apartments in the building. He thought the property is better suited for apartments versus heavy industrial uses.

Mr. Ramsour asked Mr. Cooper if the conversions to the apartments are within the two existing buildings, and he replied only within one building. He stated the address of one of the buildings is 211 East Commercial Alley, with that building not being involved

PUBLIC COMMENT:
Mr. James Allen appeared in favor and stated he owns the property in this request. He purchased the property in 1956, with the building never containing heavy industrial uses. It was used for wholesale supply operations until 2009.

Z&P Meeting: February 10, 2016
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Rezoning

CASE 005-16: A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial).

LOCATION: 215 E Commercial Alley

APPLICANT: Steven Cooper

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
M-2 Heavy Industrial	Undeveloped	14,000 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Industrial	Industrial	Industrial	Industrial

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as Retail/Commercial.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Pennsylvania Ave	Secondary	60'
Commercial Alley	Secondary	20'

UTILITIES: There is utility access to the property.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Mr. Cooper would like to renovate this building for multi-family residential development, which is not allowed in this zoning designation.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property was previously being used as residential apartments until Mr. Cooper was contacted by the Building Department and Fire Marshall to address non-compliance with the City of Joplin Building Code. Upon meeting with City, Mr. Cooper expressed that he was unaware of the current building and zoning codes but was willing to suspend operation of the apartments in order to bring the building up to code.

The property needs to be rezoned to C-3 (Commercial) to comply with the Future Land Use map for the area. If the property is rezoned, Mr. Cooper will be working with the Fire Department and the Building Division in order to renovate the existing apartments and ensure code compliance.

Staff recommends approval of Case 005-16.

ENCLOSURES:

Map

Application

RECEIVED
1-14-15

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 005-16
Filing Fee: $ 350.00
Date Advertised: 1-26-16
Date Notices Sent: 1-27-16
Public Hearing Date: 2-8-16

APPLICANT: STEVEN L COOPER PHONE: 417/483-1493
ADDRESS: 215 E COMMERCIAL ALLY ZIP: 64801
OWNER: SIM ALLAN PHONE: 417/437-2229
ADDRESS: 2616 MINNESOTA, JOPLIN MO ZIP: 64804
LOCATION OF PROPERTY: 215 E COMMERCIAL ALLEY
LEGAL DESCRIPTION: TRACT THIRTY-TWO (32) IN SECTION 2, TOWNSHIP 27, RANGE 33,

Present Zoning M-2 Requested Zoning: C-3 Acreage:
Present Use of Property: Bike shop / retail / warehouse / apts

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial /	M-2
South	Industrial	M-2
East	↓	M-2
West		M-2

CHARACTER OF THE NEIGHBORHOOD: old industrial

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: BUILDING IS NOT SUITABLE FOR INDUSTRIAL USE

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Commercial Alley, Pennsylvania Ave
2. Classification of Street(s):
   Arterial _____ Collector Secondary Local _____
3. Right-of-Way Width: 60' & 70'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

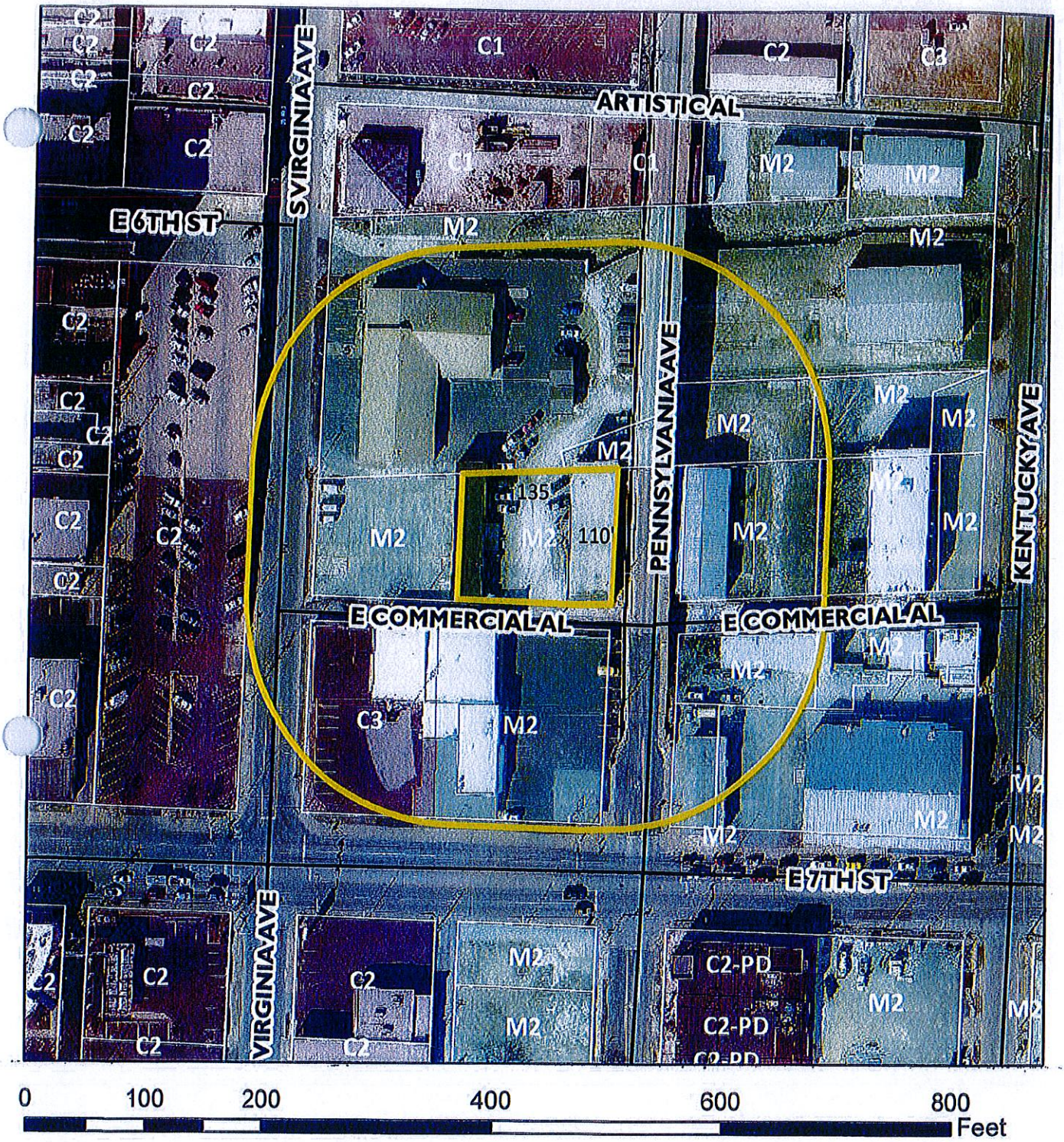
1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
THIS IS A GREAT 100 YR OLD BUILDING IN EXCELLENT CONDITION WITH AMPLE PARKING FOR OUR NEEDS.

SIGNATURE: [signature] DATE: 1/14/16

BY: Stephen Cooper

TITLE: _____



Case 005-16: 215 East Commercial Alley - A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial) - Stephen Cooper.

N

Case 005-16: 215 East Commercial Alley – A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial) for a multi-family residential development – Stephen Cooper.

Mr. Eastman opened the public hearing for Case 005-16.

Mr. Steve Cooper, 215 East Commercial Alley, Joplin, appeared to request the rezoning of the property in Case 005-16. He did not know the property was zoned M-2. He operated a bicycle shop there for several years and is in the process of developing some loft-type apartments in the building. He thought the property is better suited for apartments versus heavy industrial uses.

Mr. Ramsour asked Mr. Cooper if the conversions to the apartments are within the two existing buildings, and he replied only within one building. He stated the address of one of the buildings is 211 East Commercial Alley, with that building not being involved.

Mr. Eastman asked for comments from the audience.

Mr. James Allen, 2616 South Minnesota Avenue, Joplin, appeared in favor and stated he owns the property in this request. He purchased the property in 1956, with the building never containing heavy industrial uses. It was used for wholesale supply operations until 2009.

Mr. Eastman asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 005-16.

MR. BROWN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 005-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAH, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 005-16
Stephen Cooper
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-258 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 215 East Commercial Alley in the 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 M-2 and including same in District C-3:

ALL OF MISCELLANEOUS TRACT THIRTY-TWO (32) IN SECTION TWO (2), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-THREE (33), TO 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 _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-259
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 11/09/2015

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

SUMMARY/REQUEST:
Case 039-15: Northeast corner of Florida Avenue and Water's Edge Boulevard – A request for the review of a Final Plat for Water's Edge Unit No. 4, a 27 lot residential subdivision, for future residential development – Molandco Inc.

STAFF SUMMARY:
The final plat approval is for Water's Edge Unit No. 4. This addition will be a 27 lot residential subdivision in the existing Water's Edge development. This is a gated community with private streets, although there will be a way to enter the property from Florida Avenue. Because it has a "PD" (Planned Development) designation, the City of Joplin will require a Site Plan Review before any buildings are constructed on the property.

Staff recommends approval of Case 039-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Allyn Burt requested the review of the final plat for Water's Edge Unit No. 4, which contains 27 lots.

Mr. Eastman asked about the water in this area, and Mr. Burt stated the culverts that were installed around 1997 have failed. The eight-foot culverts had rusted, with the pressure of the flood pushing large rocks and boulders right through the metal. He is in the process of concreting that area.

Mr. Eastman asked if the plat will contain single-family homes, and Mr. Burt replied yes.

Mr. Duncan asked Mr. Burt if he has any deed restrictions on his current lots in Water's Edge, and he replied yes. He will have deed restrictions on the lots in this subdivision as well, with the plat being a gated community.

Mr. Duncan thought the application stated no deed restrictions. Ms. Cunningham stated the engineer who prepared the plat caught some small errors that he has since corrected, with the commissioners having the updated version of the plat. The City surveyor will review the plat prior to the December 7th City Council meeting. The approval of the plat would be conditional upon Chad Weller, the City surveyor, making sure everything checks out and is in compliance.

PUBLIC COMMENT:
None.

P & Z Case 039-15
Molandco Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-259 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for WATER'S EDGE UNIT NO. 4 in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of WATER'S EDGE UNIT NO. 4, described as follows:

A tract of land in the S.E. Qtr. Sec.36 T.28N. R.33W., in the City of Joplin, Jasper County, Missouri, described as follows:

COMMENCING AT A POINT, at a 1/2" rebar found on the N. line of said S.E. Qtr., said POINT OF COMMENCEMENT being the N.E. corner of Lot 837 of Castle Rock Sub Division as recorded in P.B.3 P.120 of the Jasper County Missouri Land Records, and the N.W. corner of lands standing now and formerly in the name of Molandco, Inc., recorded in B.1786 P.192 of said land records.

THENCE: Bearing S.02d08'51"W., a Distance of 514.33', along the E. line of said Castle Rock and the W. line of said lands of Molandco, Inc., to a POINT;

Said POINT being the POINT OF BEGINNING;

COURSE 1: Thence Bearing S.87d51'09"E., a Distance of 115.00', to a Point;
COURSE 2: Thence Bearing N.02d08'51"E., a Distance of 37.96', to a Point;
COURSE 3: Thence Bearing S.87d51'09"E., a Distance of 44.00', to a Point;
COURSE 4: Thence Bearing S.83d50'22"E., a Distance of 92.94', to a Point;
COURSE 5: Thence Bearing S.67d23'21"E., a Distance of 105.78', to a Point;
COURSE 6: Thence Bearing N.29d56'37"E., a Distance of 76.29', to a Point;
COURSE 7: Thence Curving 70.41', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 70.41', which Bears N.37d22'48"E., to a Point;
COURSE 8: Thence Bearing S.45d18'56"E., a Distance of 44.00', to a Point;
COURSE 9: Thence Bearing S.47d20'46"E., a Distance of 123.85', to a Point;
COURSE 10: Thence Bearing S.32d40'48"W., a Distance of 71.28', to a Point;

COURSE 11: Thence Bearing S.31d30'49"W., a Distance of 75.52', to a Point;
COURSE 12: Thence Bearing S.24d06'46"W., a Distance of 67.90', to a Point;
COURSE 13: Thence Bearing S.01d23'56"E., a Distance of 71.60', to a Point;
COURSE 14: Thence Bearing S.10d01'33"E., a Distance of 98.65', to a Point;
COURSE 15: Thence Bearing S.08d54'21"W., a Distance of 117.37', to a Point;
COURSE 16: Thence Bearing S.23d14'23"W., a Distance of 109.62', to a Point;
COURSE 17: Thence Bearing S.33d56'18"W., a Distance of 92.64', to a Point;
COURSE 18: Thence Bearing S.21d28'00"W., a Distance of 80.71', to a Point;
COURSE 19: Thence Bearing S.10d03'10"W., a Distance of 113.87', to a Point;
COURSE 20: Thence Bearing N.64d58'22"E., a Distance of 22.46', to a Point;
COURSE 21: Thence Curving 141.46', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 141.46', which Bears N.80d02'41"E., to a Point;
COURSE 22: Thence Bearing S.84d53'01"E., a Distance of 118.04', to a Point;
COURSE 23: Thence Curving 109.19', along an Arc to the Left, having a Radius of 278.00', and a Long Chord of 109.19', which Bears N.83d47'26"E., to a Point;
COURSE 24: Thence Bearing N.72d27'53"E., a Distance of 27.40', to a Point being the N.W. Corner of the W. end of Waters Edge Blvd., as shown on the Plat of Waters Edge Unit Number 3 Recorded in Plat Book 18, Page 37 of the aforesaid land records;
COURSE 25: Thence Bearing S.17d32'08"E., a Distance of 44.00', to a Point being the Western Corner of Lot 78 of the aforesaid Unit No. 3;
COURSE 26: Thence Bearing S.72d27'53"W., a Distance of 27.40', to a Point;
COURSE 27: Thence Curving 126.47', along an Arc to the Right, having a Radius of 322.00', and a Long Chord of 126.47', which Bears S.83d47'26"W., to a Point;
COURSE 28: Thence Bearing N.84d53'01"W., a Distance of 118.04', to a Point;
COURSE 29: Thence Curving 118.57', along an Arc to the Left, having a Radius of 228.00', and a Long Chord of 118.57', which Bears S.80d02'41"W., to a Point;
COURSE 30: Thence Bearing S.64d58'22"W., a Distance of 50.13', to a Point;
COURSE 31: Thence Curving 253.25', along an Arc to the Right, having a Radius of 319.00', and a Long Chord of 253.25', which Bears S.88d21'36"W., to a Point;
COURSE 32: Thence Bearing S.65d35'41"W., a Distance of 88.44', to a Point being the S.E. corner of Lot 872 of the aforesaid Castle Rock;
COURSE 33: Thence Bearing N.87d46'04"W., a Distance of 118.91', along the S. line of said Lot 872 to a Point;
COURSE 34: Thence Bearing N.02d15'56"E., a Distance of 120.00', along the E. line of Florida Ave. to a Point Referenced by an Iron Pipe Found 0.01'E. thereof;
COURSE 35: Thence Bearing S.87d46'04"E., a Distance of 119.24', along the N. line of Lot 870 of said Castle Rock to a Point;
COURSE 36: Thence Bearing N.02d08'51"E., a Distance of 823.38', along the E. line of said Castle Rock to a POINT;

Said POINT being the POINT OF BEGINNING.

Containing 10.2415-Acres.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

ATTEST: _____ Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 9, 2015
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Final Plat

CASE 039-15 Final Plat review for "Water's Edge Unite No. 4"

NAME OF SUBDIVISION Water's Edge Unit No. 4

LOCATION: Northeast corner of Florida Avenue and Water's Edge Boulevard

APPLICANT: Molandco, Inc.

PRESENT ZONING: R-3 PD, Multi-Family Residential – Planned Development

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	CO and R-3-PD	R-3-PD	R-1
Land Use	Residential	Residential	Undeveloped	Residential

SUBDIVISION:

Number of lots
27

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Water's Edge Boulevard	Secondary	N/A – Private
Florida Ave	Arterial	60'

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

No.

UTILITIES Utilities are nearby and will be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat approval is for Water's Edge Unit No. 4. This addition will be a 27 lot residential subdivision in the existing Water's Edge development. This is a gated community with private streets, although there will be a way to enter the property from Florida Avenue. Because it has a "PD" (Planned Development) designation, the City of Joplin will require a Site Plan Review before any buildings are constructed on the property.

This plat was taken to Planning and Zoning in November of 2015 and approved conditionally pending further review by the city surveyor. The city surveyor requested formatting changes and has been working with the engineer for Water's Edge to make corrections. This Final Plat is now ready for council approval.

Staff recommends approval of Case 039-15.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: _____
Date Filed: _____
Date of Meeting: 11-9-15
Fee: 235.00

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Water's Edge Unit No. 4

II. Name of Owner: Molandco, Inc.

III. Name of Subdivider: Molandco, Inc.

IV. Name of Person who prepared the Plat: Zachary Winters

V. Date of Hearing: 11-9-15

VI. Location of Property by Streets: Water's Edge Blvd. East of Florida

VII. Present Zoning of Property R-3 PD

VIII. Present Uses of Property Unimproved

IX. No. of Acres in Total Tract 10.2415 No. of Lots 27

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☒	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☒	☐

C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	☒	☐
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	☒	☐
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	☒	☐
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	☒	☐
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	☒	☐
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission.	☒	☐
I.	Building setback lines on the front and side streets with dimensions.	☒	☐
J.	Name and address of the registered land surveyor preparing the plat.	☒	☐
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	☒	☐
L.	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated.	☒	☐
XI.	Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted?	☐	☒

Will be submitting with corrections prior to City Council (12-7-15)

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☐

B. Dedications or reservations. ☐ ☐

C. Surveyor preparing plat. ☐ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☒

B. If so, has a copy been submitted? ☐ ☒

XIV. How has installation of the following improvement been guaranteed?

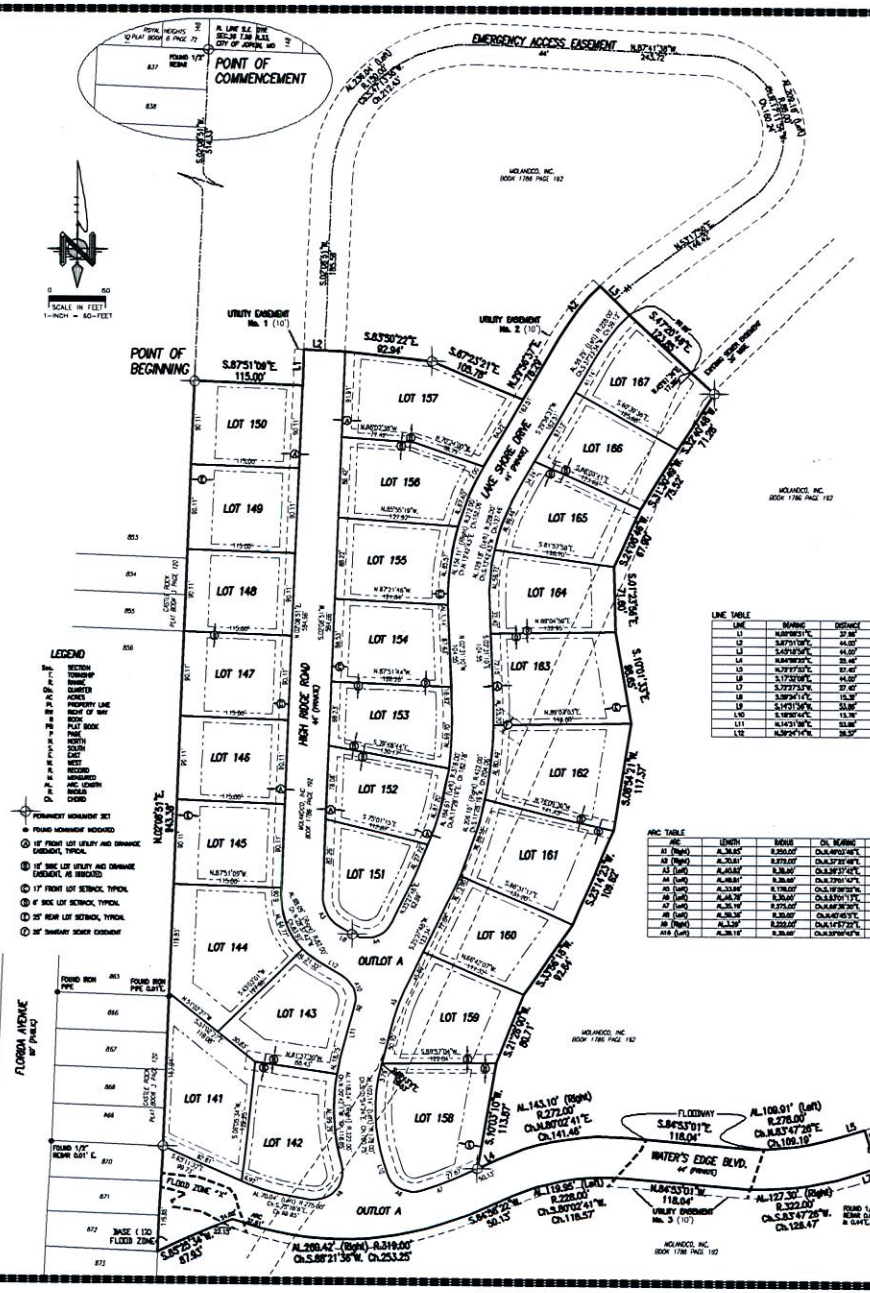
	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒

ORIGINAL SURVEY OF A TRACT OF LAND KNOWN HEREAFTER AS

WATER'S EDGE UNIT No. 4

TOGETHER DEDICATED WITH ADJACENT EASEMENTS
BEING A PART OF THE LANDS DESCRIBED IN BOOK 1786 PAGE 192
ALL IN THE S.E. QTR. SEC.36 T.28N. R.33W. IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI



UNIT No. 4 OUTBOUNDARY

A tract of land in the S.E. Qtr. Sec.36 T.28N. R.33W., in the City of Joplin, Jasper County, Missouri, described as follows:

COMMENCING at a POINT, at a 1/2" rebar found on the N. line of said S.E. Qtr., said POINT OF COMMENCEMENT being the N.E. corner of Lot 837 of Castle Rock Sub Division as recorded in P.B.3 P.120 of the Jasper County Missouri Land Records, and the N.W. corner of lands standing now and formerly in the name of Molandco, Inc., recorded in B.1786 P.192 of said land records;

THENCE: Bearing S.02°08'51"W., a Distance of 514.33', along the E. line of said Castle Rock and the W. line of said lands of Molandco, Inc., to a POINT;

Said POINT being the POINT OF BEGINNING;

COURSE 1: Thence Bearing S.87°51'09"E., a Distance of 115.00', to a Point;
COURSE 2: Thence Bearing N.02°08'51"E., a Distance of 37.96', to a Point;
COURSE 3: Thence Bearing S.87°51'09"E., a Distance of 44.00', to a Point;
COURSE 4: Thence Bearing S.83°30'22"E., a Distance of 92.94', to a Point;
COURSE 5: Thence Bearing S.67°23'21"E., a Distance of 105.78', to a Point;
COURSE 6: Thence Bearing N.29°56'39"E., a Distance of 76.29', to a Point;
COURSE 7: Thence Curving 70.61', along an Arc to the Right, having a Radius of 270.00', and a Long Chord of 70.41', which Bears N.37°02'48"E., to a Point;
COURSE 8: Thence Bearing S.45°18'56"E., a Distance of 44.00', to a Point;
COURSE 9: Thence Bearing S.47°20'46"E., a Distance of 123.85', to a Point;
COURSE 10: Thence Bearing S.20°40'48"W., a Distance of 71.08', to a Point;
COURSE 11: Thence Bearing S.31°30'47"W., a Distance of 75.58', to a Point;
COURSE 12: Thence Bearing S.04°36'46"W., a Distance of 67.90', to a Point;
COURSE 13: Thence Bearing S.01°22'56"E., a Distance of 71.60', to a Point;
COURSE 14: Thence Bearing S.10°01'33"E., a Distance of 98.63', to a Point;
COURSE 15: Thence Bearing S.08°54'21"W., a Distance of 117.37', to a Point;
COURSE 16: Thence Bearing S.29°14'23"W., a Distance of 109.62', to a Point;
COURSE 17: Thence Bearing S.33°56'18"W., a Distance of 90.64', to a Point;
COURSE 18: Thence Bearing S.31°28'00"W., a Distance of 80.71', to a Point;
COURSE 19: Thence Bearing S.10°03'10"W., a Distance of 113.89', to a Point;
COURSE 20: Thence Bearing N.64°58'22"E., a Distance of 22.46', to a Point;
COURSE 21: Thence Curving 143.10', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 141.46', which Bears N.80°09'41"E., to a Point;
COURSE 22: Thence Bearing S.84°53'01"E., a Distance of 118.04', to a Point;
COURSE 23: Thence Curving 109.91', along an Arc to the Left, having a Radius of 278.00', and a Long Chord of 109.19', which Bears N.83°47'26"E., to a Point;
COURSE 24: Thence Bearing N.72°27'53"E., a Distance of 27.40', to a Point being the N.W. Corner of the V. and of Waters Edge Blvd., as shown on the Plat of Waters Edge Unit Number 3 Recorded in Plat Book 18, Page 37 of the aforesaid land records;
COURSE 25: Thence Bearing S.17°32'08"E., a Distance of 44.00', to a Point being the Western Corner of Lot 78 of the aforesaid Unit No. 3;
COURSE 26: Thence Bearing S.72°27'53"W., a Distance of 27.40', to a Point;
COURSE 27: Thence Curving 127.30', along an Arc to the Right, having a Radius of 322.00', and a Long Chord of 126.47', which Bears S.83°47'26"W., to a Point;
COURSE 28: Thence Bearing N.84°53'01"W., a Distance of 118.04', to a Point;
COURSE 29: Thence Curving 119.93', along an Arc to the Left, having a Radius of 278.00', and a Long Chord of 118.53', which Bears S.88°04'41"W., to a Point;
COURSE 30: Thence Bearing S.64°58'22"W., a Distance of 50.13', to a Point;
COURSE 31: Thence Curving 150.42', along an Arc to the Right, having a Radius of 315.00', and a Long Chord of 253.25', which Bears S.88°21'36"W., to a Point;
COURSE 32: Thence Bearing S.69°25'34"W., a Distance of 87.93', to a Point being the S.E. corner of Lot 872 of the aforesaid Castle Rock;
COURSE 33: Thence Bearing N.02°08'51"E., a Distance of 543.38', along the E. line of said Castle Rock to a POINT;

Said POINT being the POINT OF BEGINNING.

Containing 9.91-acres

SURVEYING NOTES

1. THE BASIS OF BEARINGS IS THE E. LINE OF CASTLE ROCK, WHERE ADJACENT TO WATER'S EDGE UNIT NO. 4, BEING S02°08'51"E. OF N. AND S. OF W., AS SHOWN HEREON.
2. PERMANENT MONUMENTS TO BE SET WHERE INDICATED. SEMI-PERMANENT MONUMENTS TO BE SET AT ALL OTHER DISTINGUISHABLE AND LOT CORNERS.
3. BASED ON FIELD SURVEYING, AND ELEVATIONS INDICATED ON FIRM PANEL 29097C0029E, REVISED NOVEMBER 2, 2012, NO PART OF THE PLAT LIES WITHIN A FLOOD HAZARD ZONE EXCEPT TWO PORTIONS OF EXISTING (IMPROVED) WATER'S EDGE BLVD., AS INDICATED HEREON. ELEVATIONS CERTIFICATES SHOULD BE OBTAINED ON LOTS 158 - 167 IN WATER'S EDGE UNIT No. 4, BASED ON ANTICIPATED FINISHED FLOOR ELEVATIONS, PRIOR TO CONSTRUCTION.
4. CURRENT ZONING IS RD-PD.

GENERAL DIMENSIONS

EXCEPT AS SHOWN OTHERWISE:
-FRONT SETBACK 17' (CALCULATED 25' FROM BACK OF FUTURE DRIVE CURB)
-SIDE SETBACK 6'
-REAR SETBACK 25'
-FRONT LOT EASEMENT 10'
-SIDE LOT EASEMENTS EXIST ONLY WHERE SHOWN, WIDTH 10' ON SIDE OF ADJACENT LOTS FOR 20' CONTINUOUS WIDTH
-OUTLOT A NOMINAL 44' WIDTH (VARIES AT INTERSECTIONS)
TOTAL LOTS: 98 (INCLUDING OUTLOT A)
LARGEST LOT: 2.6303-AC (OUTLOT A)
SMALLEST LOT: 0.2290-AC. (LOT 151)
EMERGENCY ACCESS EASEMENT: 44' WIDE, 1.0685-AC
UTILITY EASEMENT No. 1: 10' WIDE, 0.0087-AC
UTILITY EASEMENT No. 2: 10' WIDE, 0.0342-AC
UTILITY EASEMENT No. 3: 10' WIDE, VARYING AT W. END AS SHOWN, 0.1645-AC

OWNER'S DEDICATION AND CERTIFICATION

MOLANDCO, INC., A MISSOURI CORPORATION, IS OWNER OF WATER'S EDGE UNIT No. 4, THE EMERGENCY ACCESS ROUTE, AND THE ADJACENT UTILITY EASEMENTS 1, 2, AND 3, AND HAS CAUSED THIS PLAT TO BE PREPARED.

PRIVATE STREETS: GRANT OF OUTLOT A IS MADE FOR PRIVATE STREETS, AND IS RESERVED TO THE OWNER, HIS INVITEES, GUESTS, AND TENANTS, AND HEREBY ATTACHES TO THE LOTS. GRANT OF STREET ACCESS IS EXTENDED TO THE POST OFFICE, THE CITY OF JOPLIN FOR EMERGENCY ACCESS, AND TO UTILITIES, INCLUDING THE CITY OF JOPLIN FOR SANITARY SEWERS, AND THE CITY OF JOPLIN FOR DRAINAGE SERVICES, PROVIDED NORMAL SURFACE RESTORATION IS RECEIVED BY OWNER, FOR DAMAGE RESULTING FROM UTILITY AND DRAINAGE RELATED WORK. THE OWNER MAKES NO GRANT OF ACCESS TO THE GENERAL PUBLIC.

EASEMENTS: EASEMENTS SHOWN HEREON ARE DEDICATED FOR UTILITY AND DRAINAGE SERVICE TO WATER'S EDGE UNIT No. 4, EXCEPT THAT THE EMERGENCY ACCESS ROUTE IS GRANTED AS AN EMERGENCY ACCESS EASEMENT TO THE CITY OF JOPLIN.

CERTIFICATION: THE OWNER DOES HEREBY CERTIFY THAT ALL TAXES LEVIED AGAINST THE PROPERTY FOR THE YEAR 2015 AND ALL PREVIOUS YEARS ARE PAID.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND MY SEAL THIS ____ DAY OF _____, 20____.

_____
PRESIDENT

_____
SECRETARY

STATE OF MISSOURI

COUNTY OF JASPER (SS)

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME PERSONALLY KNOWN TO BE THE PRESIDENT OF MOLANDCO, INC. WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

CERTIFICATE OF THE PLANNING AND ZONING COMMISSION

THIS PLAT OF WATER'S EDGE UNIT No. 4 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ____ DAY OF _____, 20____.

_____
CHAIRMAN

CITY COUNCIL

THIS PLAT OF WATER'S EDGE UNIT No. 4, INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE No. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE ____ DAY OF _____, 20____.

ATTEST _____
MAYOR

_____ _____
CITY CLERK CITY ENGINEER

ENTERED ON TRANSFER RECORD THIS ____ DAY OF _____, 20____.

_____
DEPUTY RECORDER

STATE OF MISSOURI

COUNTY OF JASPER (SS)

I, _____, RECORDER OF DEEDS OF SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS, ON THE ____ DAY OF _____, 20____ AT _____ O'CLOCK AND ____ MINUTES __ M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK _____ AT PAGE _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS ____ DAY OF _____, 20____.

_____
RECORDER OF DEEDS

SURVEYORS' DECLARATION

THIS SURVEY WAS PREPARED FOR MOLANDCO, INC., OF 2300 E. 7TH ST., JOPLIN, MO 64801 (417) 206-2400, BY CIVEN, INC., OF 212 1/2 W. 5TH ST. STE. 209, JOPLIN, MO 64801 (888) 882-4836, CERTIFICATE OF AUTHORITY 2007015029, ZACHARY WINTERS, PLS. 2006016646, ACTING AS AGENT, WITH FIELD DATA COLLECTION AND MONUMENTATION PERFORMED BY CHRIS E. STEWART, PLS. 1960, AS SOLE-PROPRIETOR FOR CHRIS STEWART SURVEYING. THE SURVEYORS HAVE SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. ACCURACY STANDARD TYPE URBAN.

SURVEY BY CIVEN, INC.
212 ½ W. 5TH ST. STE. 209 - JOPLIN, MO 64801
TEL 877.982.4836
CERTIFICATE OF AUTHORITY 2007015029

FIELD DATA COLLECTION AND MONUMENTATION BY CHRIS STEWART SURVEYING
1217 E. 24TH ST. - JOPLIN, MO 64804
TEL 417.782.1565

MOLANDCO, INC.
2300 E. 7TH ST.
JOPLIN, MO 64801
(417) 206-2400

PRELIMINARY
-NOT FOR CONSTRUCTION-
THIS DRAWING IS NOT A COMPLETE DESIGN OR SURVEY

PRELIMINARY
-NOT FOR CONSTRUCTION-
THIS DRAWING IS NOT A COMPLETE DESIGN OR SURVEY

WATER'S EDGE UNIT No. 4
CITY OF JOPLIN, JASPER COUNTY, MO

DRAWN BY	DATE PREPARED
ZW	02/04/2016
CHECKED BY	PROJECT NO
ZW	2048-001

BY CHRIS E. STEWART, PLS 1960 (ACTING AS AGENT FOR ZACHARY WINTERS, PLS 2006016646)
FOR CIVEN, INC. (CERTIFICATE OF AUTHORITY 2007015029)

Case 039-15: Northeast corner of Florida Avenue and Water's Edge Boulevard – A request for the review of a Final Plat for Water's Edge Unit No. 4, a 27 lot residential subdivision, for future residential development – Molandco Inc.

Mr. Eastman opened the public comment period for Case 039-15.

Mr. Allyn Burt requested the review of the final plat for Water's Edge Unit No. 4, which contains 27 lots.

Mr. Eastman asked about the water in this area, and Mr. Burt stated the culverts that were installed around 1997 have failed. The eight-foot culverts had rusted, with the pressure of the flood pushing large rocks and boulders right through the metal. He is in the process of concreting that area.

Mr. Eastman asked if the plat will contain single-family homes, and Mr. Burt replied yes.

Mr. Duncan asked Mr. Burt if he has any deed restrictions on his current lots in Water's Edge, and he replied yes. He will have deed restrictions on the lots in this subdivision as well, with the plat being a gated community.

Mr. Duncan thought the application stated no deed restrictions. Ms. Cunningham stated the engineer who prepared the plat caught some small errors that he has since corrected, with the commissioners having the updated version of the plat. The City surveyor will review the plat prior to the December 7th City Council meeting. The approval of the plat would be conditional upon Chad Weller, the City surveyor, making sure everything checks out and is in compliance.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 039-15.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT THE FINAL PLAT AS PRESENTED IN CASE 039-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).

RESOLUTION NO. 2016-003

A RESOLUTION Approving an application for the 2016 TIGER Grant with U.S. Department of Transportation Federal Highway Administration.

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

Section 1. That the City support the application to the U.S. Department of Transportation Federal Highway Administration in the amount of up to $20 million to $25 million for the 2016 TIGER Grant. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute the said application for and on the behalf of the City of Joplin,

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 21, 2016
Resolution No. 2016-003

Item: Application for the 2016 TIGER Grant with U.S. Department of Transportation Federal Highway Administration.

Originating Department: Public Works – Engineering

Attachments: 1) Resolution
2) Location Map

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

Recommended Action: Application for the 2016 TIGER Grant with the U.S. Department of Transportation Federal Highway Administration.

Background: The TIGER discretionary Grant program provides state and local public agencies an opportunity to receive federal funds for road and transit projects. The projects identified provide improved capacity and safety, enhance multi-modal transportation and spur economic development in Joplin and adjoining communities.

Discussion: The requested improvements along the 32nd Street Corridor will include: Widening from Schifferdecker Avenue to Central City Road, a railroad grade separation near Davis Blvd, a northbound right turn lane at 32nd and Main Street and selected sidewalk improvements from Schifferdecker Avenue to Range Line.

The 32nd Street widening from Schifferdecker Avenue to Central City Road consists of engineering, land acquisition and construction to widen and resurface 2 miles of roadway to three lanes and acquiring right of way for a future five lane section.

The Railroad grade separation will includes engineering, land acquisition and construction to take 32nd Street over the Kansas City Southern Railroad.

The northbound right turn lane at 32nd and Main consists of engineering, land acquisition and construction for a right turn lane.

The 32nd Street sidewalk improvements will consist of selected sidewalk additions and ADA repairs from Schifferdecker Avenue to Range Line Road.

The grant request is estimated to be up to $20 million to $25 million and the application may include any combination or all of the above projects.

Recommendation: Staff recommends approval and support of the application for the 2016 TIGER Grant to the U.S. Department of Transportation Federal Highway Administration.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 21, 2016
Council Bill No. 2016-111

Item: Work Authorization AMA-DR2AP3-4 with Allgeier, Martin & Associates Inc. for Design and Construction Management for Sanitary Sewers in the Recovery Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2016-111
3) Map "Exhibit A – Future Sanitary Sewer Projects"
4) Map "Exhibit B – Overall Map"

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

Recommended Action: Approval of Work Authorization AMA-DR2AP3-4 with Allgeier, Martin & Associates Inc. in the not to exceed the amount of $1,334,000.00 for Design and Construction Management of Sanitary Sewers in the Recovery Area.

Background: In August of 2014, Council Bill 2014-157 was approved authorizing the execution of a contract with the firm of Allgeier, Martin & Associates, Inc., for the purpose of providing professional engineering services related to the design and construction management of all sanitary sewer repairs, reconstruction and replacement within the recovery zone. Funding for this contract was identified as coming from the Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant – Disaster Recovery – Round 2 funding appropriation received by the City of Joplin in May of 2013.
This fourth work authorization with Allgeier, Martin & Associates, Inc., is for the design, bidding, and construction services for the next phase of reconstruction or replacement of the sanitary sewer system within the recovery zone, and for design, bidding, and construction services of several interceptor sewer replacement projects.

Discussion: With HUD approval of the latest Partial Action Plan a total of approximately $20.5 million will have been approved for Sanitary Sewer Design and Construction. As was outlined in Council Bill 2014-157, additional work authorizations would be forth coming as the funding became available – this Council Bill is the fourth work authorization for Allgeier, Martin & Associates, Inc. and is for a not-to-exceed amount of $1,334,000.00. To date, approximately 60% ($12 million) of the $20.5 million has been contracted for design and construction. The attached map "Exhibit A – Future Sanitary Sewer Projects" shows the projects encompassed by this Work Authorization, whose construction costs are estimated at approximately $5,850,000. Lastly, the attached map "Exhibit B – Overall Map" represents all the sanitary sewer projects that will have been funded with Disaster Recovery funds.

Recommendation: City staff recommends that approval of Work Authorization AMA-DR2AP3-4 with Allgeier Martin & Associates Inc. for the not to exceed amount of $1,334,000.00 for Design and Construction Management of Sanitary Sewers in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

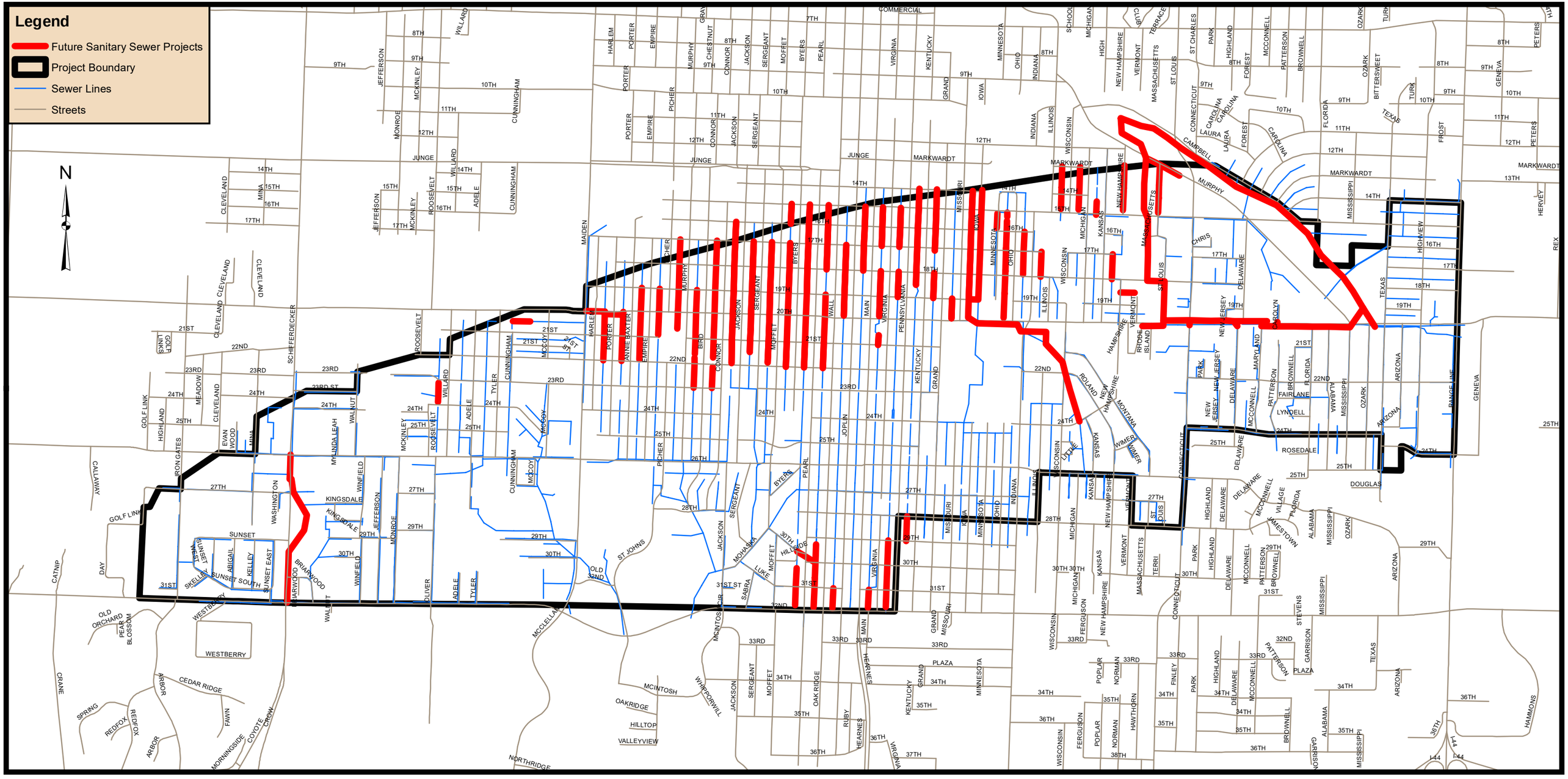


EXHIBIT A
FUTURE SANITARY SEWER PROJECTS

ALLGEIER MARTIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 E. 24TH STREET JOPLIN, MISSOURI 64804

CDBG - DR SANITARY SEWER PROJECTS
CITY OF JOPLIN
MARCH 21, 2016

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: CHRIS ERISMAN, P.E.	
Department: **Public Works Department**		Phone: 417.680.7200	Fax: 417.680.7300
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AMA-DR2AP3-4
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-DR2AP3-4 exceed the sum of One Million, Three Hundred-Thirty Four Thousand and No/100 Dollars ($1,334,000.00).

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

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

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

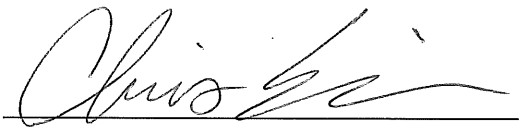
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: January 7, 2016

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-DR2AP3-4 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG DR2 Funding)

1. SERVICES

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

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the sanitary sewer projects with the other Consulting firms responsible for other improvement aspects of the overall project as well as the City of Joplin and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area boundary is identified in Attachment Number One to Exhibit A.

1.1.3.2 Ongoing Integration of Data into the City of Joplin Geographical Information System (GIS) system as project design and construction is completed and field data obtained as well as ongoing GIS support and data manipulation for project coordination efforts.

1.1.3.3 Design of renovation project number four and renovation project number five including the preparation of plans and specifications necessary to bid said work. It is estimated that approximately 17,500 LF of sanitary sewer mains, 3,100 lateral line connections and 165 manholes are anticipated to be renovated as part of this work.

1.1.3.4 Bidding and Construction Phase Engineering for the renovation project number four project.

1.1.3.5 Bidding and Construction Phase Engineering for the renovation project number five project.

1.1.3.6 Bidding and Construction Phase Engineering for the existing Eastmorland Public Parallel Relief (Campbell Parkway) Interceptor Sewer replacement project.

1.1.3.7 Bidding and Construction Phase Engineering for the existing West 12th/Harmony Heights Interceptor Sewer replacement project.

1.1.3.8 Resident Construction Representation Phase services for sanitary sewer renovation project number four. Services will be provided full time with an estimated total construction duration of 10 months.

1.1.3.9 Resident Construction Representation Phase services for the Eastmorland Public Parallel Relief Interceptor Sewer replacement project and the West 12th/Harmony Heights Interceptor Sewer replacement project. Services will be provided full time with an estimated construction duration of 10 months.

1.1.3.10 Coordination of the tasks included within this Agreement with other City Consultants designing CDBG infrastructure improvements within the project area as well as other City Consultants designing infrastructure improvements utilizing State funding near the project area; with utility companies; with City of Joplin staff and with the City's CDBG administrative consultant; and with the project schedules of each said infrastructure improvement consultant. This service will also include maintaining and modifying the overall project strategy previously developed.

1.1.3.11 Negotiation and acquisition of rights-of-way/easements as determined necessary to accommodate construction of various sanitary sewer improvements within the project area.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for projects described in paragraphs 1.1.3.3:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.2 Evaluate available data for areas in which planning and design services are to be completed for incorporation into design documents.

1.2.3 Prioritize the condition of existing sanitary sewer lines, based upon previously obtained available data, within the project area that have not been included within any of the previous CDBG Sanitary Sewer Renovation projects.

1.2.4 Consult with OWNER's representatives regarding the preferred rehabilitation and replacement alternatives.

1.2.5 Obtain topographic survey data and field information relative to existing facilities to the extent necessary for design of sewer renovation projects. Coordinate with other firms for the scheduling of other infrastructure improvement projects planned for the respective project areas.

1.2.6 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.7 It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements.

1.2.8 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.9 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.10. On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.11. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.12. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.13. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.14. Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.15. Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.16 Provide assistance to the OWNER relative to submission of documentation to regulatory agencies for involvement in the Community Development Block Grant (CDBG) program.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for projects described in paragraphs 1.1.3.4, 1.1.3.5, 1.1.3.6, and 1.1.3.7, as follows:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the CDBG program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contract.

1.3.7 Attend scheduled pre-bid or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.10 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.11 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.12. Assist OWNER with providing documentation to OWNER’s representatives for CDBG reimbursement requests, including breakdown of amount of funds spent in low to moderate income (LMI) areas. LMI area limits shall be provided by OWNER for use in this calculation.

1.3.13 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.11.

1.3.14 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.15 Evaluation of CCTV data obtained in the field at the various stages of sanitary sewer line renovation projects.

1.3.16 Develop and maintain spreadsheets to track project progress in regard to field tasks completed and funds expended on the project.

1.3.17 Schedule, attend and administer project progress meetings. Progress meetings shall be scheduled as determined necessary by the ENGINEER and may be held as frequently as monthly based upon the perceived progress being made on the proposed work, scheduling and expenditure of available funds by the respective project contractor.

1.3.18 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.17, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the

RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does

not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.4.4 Evaluation of CCTV data obtained in the field at the various stages of sanitary sewer line renovation projects.

1.5 City of Joplin GIS Integration

1.5.1 Conversion of completed CCTV inspection data inside the project boundary to the City of Joplin GIS format.

1.5.1.1 Correlate data received from CCTV back to City naming conventions for input back to the City of Joplin GIS system.

1.5.1.2 Arrange obtained field CCTV data into a format to match the City of Joplin GIS system attributes and organizational setup for insertion back into the City's GIS system.

1.5.1.3 Preparation of maps and organization of field data obtained necessary for design of sanitary sewer improvement projects.

1.5.1.4 Preparation of maps and organization of field data obtained as needed by other consultant teams for coordination and as needed for use by the City of Joplin.

1.5.1.5 Incorporate sanitary sewer line rating data for area back into City of Joplin GIS system.

1.5.1.6 Develop attributes to add data back to the City GIS system for information regarding the CCTV inspection data and locations.

1.5.2 Ongoing GIS support, data retrieval, data manipulation, system attribute configuration and modifications for project coordination and design efforts.

1.6 Project Coordination

Upon receipt of Notice to Proceed, ENGINEER shall provide the following coordination services for the tasks included within this Agreement as described in paragraph 1.1.3.10:

1.6.1 Attend regularly scheduled project meetings for coordination with OWNER and other consultants designing CDBG infrastructure improvements within the project area as well as other Consultants designing infrastructure improvements utilizing State funding near the project area.

1.6.2 Coordination with utility companies.

1.6.3 Coordination with City of Joplin staff and with the City's CDBG administrative consultant.

1.6.4 Coordination with the project schedules of each infrastructure improvement consultant identified in paragraph 1.6.1.

1.6.5 Development and maintenance of a project schedule in Microsoft Project.

1.6.6 Tracking of Engineering time expended in providing services in Low to Moderate Income (LMI) areas, separate from the remaining areas within the project boundaries.

1.6.7 Maintaining and updating the previously developed sanitary sewer project strategy consisting of anticipated project schedules and associated project cost projections.

1.6.8 The fee established in Section 3 for services included in section 1.6 – Project Coordination, shall cover expenses for this service associated with the tasks included within this Agreement, however, due to some uncertainty as to how much time will actually be expended to complete these services, an amendment to this work authorization may be determined necessary to account for actual time expended.

1.7 Right-of-Way/Easement Acquisition

1.7.1 Meet with affected property owners in an attempt to secure required easements for sanitary sewer line relocation/replacement/renovation work.

1.7.1.1 Services for right-of-way/easement acquisition is anticipated to be provided for a maximum of 5 individual properties associated with the following projects:

1.7.1.1.1 West 12th/Harmony Heights Interceptor Sewer Replacement

1.7.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.7.3. Obtain signed easement documents from willing participants.

1.7.4. In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.7.5 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

1.7.6. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any required appraisals, if determined necessary, shall be provided by the ENGINEER as an additional service.

1.7.7. Record and provide OWNER with copies of all executed easements.

1.7.8. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

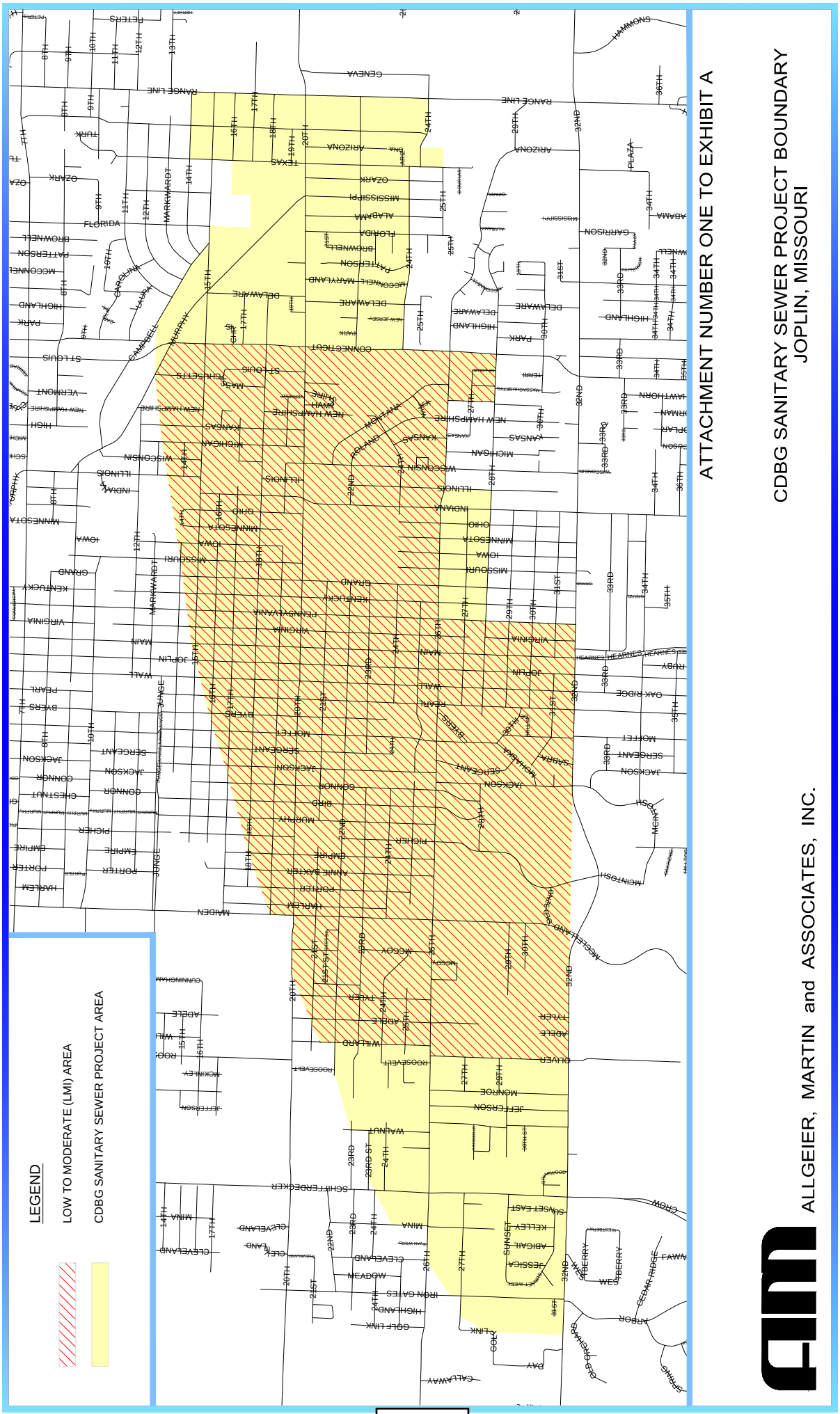
2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder for this Work Authorization scope of work shall be completed no later than December 1, 2017.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2016-2017"; with a total compensation ceiling of $1,334,000, as set forth in Work Authorization Number AMA-DR2AP3-4 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Integration of CCTV data into City of Joplin GIS system (Paragraphs 1.1.3.2 and 1.5)	$50,000
Evaluation of Data and Design of Renovation project Number Four and Five (Paragraph 1.1.3.3 and paragraph 1.2)	$100,000
Bidding and Construction Phase Engineering Services for the Renovation Project Number Four (Paragraphs 1.1.3.4 and 1.3)	$260,000
Bidding and Construction Phase Engineering Services for the Renovation Project Number Five (Paragraphs 1.1.3.5 and 1.3)	$182,000
Bidding and Construction Phase Engineering Services for the Eastmorland Public Interceptor Replacement Project (Paragraphs 1.1.3.6 and 1.3)	$67,500
Bidding and Construction Phase Engineering Services for the West 12th/Harmony Heights Interceptor Replacement Project (Paragraphs 1.1.3.7 and 1.3)	$84,500
Full Time Resident Project Representation Services for the Renovation Project Four (Paragraphs 1.1.3.8 and 1.4)	$320,000
Full Time Resident Project Representation Services for the Eastmorland Public Interceptor Replacement Project and the West 12th/Harmony Heights Interceptor Sewer Line Replacement (Paragraphs 1.1.3.9 and 1.4)	$215,000
Project Coordination (Paragraphs 1.1.3.10 and 1.6)	$45,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.11 and 1.7)	$10,000
Total Estimated Maximum Fee	$1,334,000


LEGEND
LOW TO MODERATE (LMI) AREA
CDBG SANITARY SEWER PROJECT AREA
ATTACHMENT NUMBER ONE TO EXHIBIT A
CDBG SANITARY SEWER PROJECT BOUNDARY
JOPLIN, MISSOURI
ALLGEIER, MARTIN and ASSOCIATES, INC.

ATTACHMENT NUMBER TWO

RATE SCHEDULE
2016-2017

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

Classification	Hourly Billing Rate 01/01/2016 thru 12/31/2016	01/01/2017 thru 12/31/2017
Principal/Engineer IV	$185	$191
Principal/Engineer III	$170	$175
Principal/Engineer II	$150	$155
Principal/Engineer I	$135	$140
Designer III/GIS Specialist	$124	$128
Designer/Technician III	$104	$108
Designer/Technician II	$92	$95
Designer/Technician I	$86	$88
Two-Man GPS Survey Crew	$175	$181
One-Man GPS Survey Crew	$135	$140
Three-Man Survey Crew	$190	$201
Two-Man Survey Crew	$150	$155
Registered Land Surveyor II	$160	$166
Registered Land Surveyor I	$140	$145
Survey Party Chief	$86	$88
Survey Crew Member	$69	$72
Right of Way Specialist	$108	$112
Construction Inspector III	$104	$108
Construction Inspector II	$92	$95
Construction Inspector I	$84	$88
Secretary/Word Processor	$69	$72
Print Specialist	$69	$72

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

NON-LABOR RATES

Item	Rate
Travel	$0.54 per mile (or current IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Insurancenter
2901 Arizona Ave
Joplin, MO 64804
J. Scott Brothers

CONTACT NAME: Cristi Becker
PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902
E-MAIL ADDRESS: cbecker@theinsurancenter.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Co	20494
INSURER B : American Casualty Company of	20427
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Allgeier, Martin & Associates
P O Box 2627
Joplin, MO 64803-2627

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		1063177197	12/08/2015	12/08/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		1063177202	12/08/2015	12/08/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1062449393	12/08/2015	12/08/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1063177216	12/08/2015	12/08/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			AEH008212765	10/07/2015	10/07/2016		

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

RE: Work Authorization Number AMA-DR2AP3-4 City of Joplin Disaster Area CDBG Sanitary Sewer Project
CNA75079XX 0115: CNA74702XX 0115: SCA23500D 1011: G30660A 0608: G140428A 1001: G15057C 0605: CNA79110XX 0914: G20472A 1093

CERTIFICATE HOLDER

CITJO01

City of Joplin
602 South Main
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cristi Becker

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COUNCIL BILL NO. 2016-111 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization for Allgeier Martin & Associates Inc. for One Million, Three Hundred-Thirty Four Thousand and No/100 Dollars ($1,334,000.00) for Consultant Services for Design and Construction Management of Sanitary Sewer Projects in the Recovery Area and containing an emergency clause.

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

Section 1. Approval of Work Authorization for Allgeier Martin & Associates Inc. for One Million, Three Hundred-Thirty Four Thousand and No/100 Dollars ($1,334,000.00) for Consultant Services for Design and Construction Management of Sanitary Sewer Projects in the Recovery Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a Work Authorization on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 4. City Council recognizes that all Public Improvement projects are subject to needed alterations. This authorizes the Director of Public Works to make these needed alterations within the limits of the program funding.

Section 5. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 21, 2016

Item: COUNCIL BILL NO. 2016-112
Originating Department: PUBLIC WORKS - OPERATIONS

Attachments: 1) Summary Sheet for Council Bill No. 2016-112
2) Council Bill No. 2016-112
3) Exhibit A – Original Solid Waste Service Agreement
4) Exhibit B – Addendum A
5) Exhibit C – Addendum B
6) Appendix A – List of City Facilities

Public Works -Operations: Lynden Lawson	Date:
Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
Interim City Manager: Sam Anselm	Date:

Recommended Action: Approval of Contract Extension for Solid Waste Collection Services for City facilities between the City of Joplin and Jordan Disposal.

Background: The City of Joplin entered into an agreement for solid waste collection services at all city facilities with Jordan Disposal on October 1, 2014 with Council Bill 2014-168. That agreement originally was due to expire on September 30, 2015 unless both parties agreed to a six month extension. The contract was extended through March 31, 2016.

Discussion: Recently, the City received proposals from companies to provide residential solid waste collection services for the community and part of that request was to submit a bid to provide solid waste collection services to all city facilities. The bids for providing service for the city facilities were substantially more than what the City has budgeted for this service thereby resulting in the need to reject that portion of the proposal and preparing this contract extension with the existing company, Jordan Disposal. Besides city facilities, the service also includes the hauling and dumping of roll-off containers, containing leaves/grass clippings/tree limbs/brush, from any future designated locations to the city compost facility, tree limb processing site, or at a yet to be determined location. The intent will be to develop a new Invitation for Bid and bid the solid waste collection services for city facilities as soon as staff can prepare the documents. This agreement is for a month to month extension for up to twelve months from April 1, 2016 through March 31, 2017 with the option of continuing the month to month basis should a new agreement not be reached through the bidding process. This contract shall become null and void at such time as a new contract is executed, and Jordan Disposal has agreed to ensure continuity of

service until such time as the selected company initiates service. Either party shall be able to cancel the contract with 60 days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement. The City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period. This Council Bill approves an extension of the City of Joplin's agreement for solid waste collection and disposal services with Jordan Disposal for specified city owned buildings and facilities. This extension is needed to ensure continued solid waste collection services are provided to all city facilities.

Recommendation: Staff recommends approval of Council Bill 2016-112 on an emergency basis within the means of Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation the public health of the community by ensuring the uninterrupted of the disposal of solid waste thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

COUNCIL BILL NO. 2016-112 ORDINANCE NO. 2016-112

AN ORDINANCE approving an extension to the Solid Waste Collection Services for City of Joplin Facilities Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC which commenced on October 1, 2014 and was due to end on September 30, 2015; it was extended six (6) months to March 31, 2016; and now enacting a month to month extension for up to twelve months from April 1, 2016 through March 31, 2017 with the option of continuing the month to month basis should a new agreement not be reached through the bidding process, dealing generally with the collection, hauling and disposal of solid waste from specified city owned buildings and facilities; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin buildings, facilities, and operations generate solid waste through the course of doing business and desires to extend the existing contract for the proper collection, hauling and disposal of said solid waste; and

WHEREAS, the City's FY2016-2017 budget provides for "sanitation charges" and the FY2017-2018 budget will provide for "sanitation charges"; and

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

Section 1. That the Solid Waste Collection Services for City of Joplin Facilities Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC, a true and accurate copy of the same being attached hereto and is incorporated herein as "Exhibit A."

Section 2. That the Extension to Agreement for Solid Waste Collection Services for City of Joplin Facilities, known as Addendum A to said Agreement, by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC, a true and accurate copy of the same being attached hereto and is incorporated herein as "Exhibit B."

Section 3. That Extension #2 to Agreement for Solid Waste Services for City of Joplin Facilities, known as Addendum B to said Agreement, by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC, a true and accurate copy of the same being attached hereto and is incorporated herein as "Exhibit C," and the same is hereby approved.

Section 3. That the Director of Public Works is hereby authorized and directed to execute said Addendum B by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for the immediate preservation of the public peace, property, health, safety or morals, and dealing with an appropriation, 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, approval of this council bill will prevent a lapse in trash service to call city facilities.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

SOLID WASTE COLLECTION SERVICES FOR CITY OF JOPLIN FACILITIES

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2014, between the City of Joplin, Missouri, a Municipal Corporation (hereinafter referred to as "City") and Jordan Disposal, LLC (hereinafter referred to as "Contractor"), a Missouri Corporation.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

1. SOLID WASTE HAULING AND CONTAINERS. It is agreed that the Contractor shall collect the solid waste from designated Parks and Recreation operations, Justice Center, Police Sub-Station, Health Department, City Hall, Public Library, designated Airport operations, Central Garage, Sign Shop, five (5) Fire Stations, Turkey Creek Waste Water Treatment Plant, Shoal Creek Waste Water Treatment Plant, MAPS Administration Building, and any future facilities, and shall be priced and scheduled as described in *Appendix A.* Some Parks and Recreation operations shall be on a "seasonal" pickup schedule. It is also agreed that Contractor shall provide the containers as described in *Appendix A.* Contractor shall also provide a 40 yard roll-off container and collect the solid waste from this Nuisance Container located at the Public Works Center at a cost described in *Appendix A.* The contents will be miscellaneous bulky trash. A City employee will call when the container needs pulling. Should the City reinstate the leaf/grass clipping drop-off location or start a tree limb/brush drop-off location, hauling services for the thirty cubic yard (30 cy) leaf/grass/tree limb/brush roll-off containers shall be billed as described in *Appendix A.* These containers are owned by the City and will be emptied at the City of Joplin compost facility next to the Turkey Creek Waste Water Treatment Plant, the City's processing site at 1702 North Schifferdecker Avenue, or at a yet to be determined location. A City employee will call when the containers need pulling. Designated Airport Operations, and the Police Sub-Station shall have a 90/96 gallon polycart, with the price and schedule described in *Appendix A.*

2. TERM. This agreement between Contractor and the City shall be valid for one (1) full year starting October 1, 2014 and ending September 30, 2015 with the option of renewal upon mutual agreement for six (6) additional months. Either party shall be able to cancel the contract with 60 days written notice in the event that the other party does not fulfill their obligations outlined in the terms of the contract. The City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period, per approved charges as described in *Appendix A.*

3. BILLING. Invoices for waste services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, Missouri 64801 based on completed services on a monthly basis. The City of Joplin will not pay in advance of services. Monthly invoices shall include location name, charges per each location serviced and details regarding the number of times that each location was serviced during the month, the size of the container at each location serviced, and the date of service per each location, etc. The City of Joplin will not pay for billing fees, environmental fees, fuel recovery fees, management fees, etc. It is further understood that the industry standard of 4.33 weeks in every calendar month will be used for billing purposes, except as indicated on *Appendix A.*

4. PERMITS AND LICENSES. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is a separate business entity apart from the City. The Contractor agrees to pay all necessary Federal Social Security taxes and all State and Federal taxes required by law, and at its own expense will cover all of its employees with Workers' Compensation Insurance as provided by law. Contractor further agrees to comply with all laws of the State of Missouri and the United States regarding the employment of persons. Contractor's agents and employees shall not be considered employees of the City and shall receive only those employee benefits

provided by Contractor.

6. INSURANCE.
A. Worker's Compensation Insurance: Worker's Compensation coverage must be maintained in accordance with Missouri law.

B. Liability Insurance: The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this Agreement in the amount of not less than two million dollars ($2,000,000) for each person injured or killed, and in the amount of not less than two million dollars ($2,000,000) in the event of injury or death of two or more persons in any single accident, and in the amount of not less than one hundred thousand dollars ($100,000.00) for damage to property. Such policy may be written to allow the first five hundred dollars ($500.00) of liability for damage to property to be deductible. Should any such policy be cancelled, the director shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing the policy the duty to give such notice. The City of Joplin shall be listed as a "certificate holder" and policy shall name the City as an "additional insured" before starting work on the agreement.

7. TRANSFER OR SALE OF CONTRACT. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor.

8. GUARANTY OF NONDISCRIMINATION. The Contractor agrees that during the life of the contract, the Contractor will not, within the State of Missouri, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry or sex and will include a similar provision in all subcontracts entered into for the performance thereof. The contract may be cancelled or terminated by the City and all money due or to become due may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph.

9. GUARANTY OF FEDERAL WORK AUTHORIZATION PROGRAM. Contractor represents and agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all 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, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. 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.

10. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Missouri. Any and all legal action necessary to enforce the Agreement will be held in Jasper County, Missouri, or in U.S. District Court for the Western District of Missouri, and the Agreement will be interpreted according to the laws of Missouri.

11. 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.

12. ENTIRE AGREEMENT. This Agreement (including any Exhibits, Attachments, or Addendums

referenced herein) 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.

13. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of 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.

14. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

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

CITY OF JOPLIN, MISSOURI a Municipal Corporation (City)	JORDAN DISPOSAL, LLC a Missouri Corporation (Contractor)
By: _____	By: _____
Samuel L. Anselm Interim City Manager	Brian K. Jordan Owner

EXTENSION TO AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS EXTENSION is hereby made and entered into this 23rd day of September 2015, between the City of Joplin, Missouri, a Municipal Corporation (hereinafter referred as "City") and Jordan Disposal, LLC (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, on the 30th day of September, 2014, the City and Contractor entered into an Agreement for Solid Waste Collection Services (attached hereto and incorporated by reference as Exhibit "A"); and,

WHEREAS, the term of the Agreement was for twelve (12) months, and included an option to extend the Agreement for an additional six (6) months upon the mutual agreement of the parties; and,

WHEREAS, the parties desire to exercise said extension, extending the original terms of the Agreement to March 31, 2016.

That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows, to-wit:

1. FOR VALUE RECEIVED, the City of Joplin and Contractor hereby extend their Agreement for Solid Waste Collection Services for a period of six (6) months, effective September 30, 2015, and ending March 31, 2016 under the same terms and conditions.

In all other respects, the parties affirm, ratify and readopt the Agreement's original terms and provisions, as previously agreed.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 23rd day of September, 2015.

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
Samuel L. Anselm, City Manager

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Jordan Disposal, LLC

By: _____
Brian K. Jordan, Managing Member

EXHIBIT C

ADDENDUM B
EXTENSION TO AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS EXTENSION is hereby made and entered into this ___ day of _____, 2016, between the City of Joplin, Missouri, a Municipal Corporation (hereinafter referred as "City") and Jordan Disposal, LLC (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, on the 14th day of October, 2014, the City and Contractor entered into an Agreement for Solid Waste Collection Services (attached hereto and incorporated by reference as Exhibit "A"); and,

WHEREAS, the term of the Agreement was for twelve (12) months, and included an option to extend the Agreement for an additional six (6) months upon the mutual agreement of the parties; and,

WHEREAS, the parties agreed to exercise said extension, extending the original terms of the Agreement to March 31, 2016; and

WHEREAS, the parties agree that it is in the best interest of both Parties to extend said agreement on a month-to-month basis for up to as much as a year with an additional option of continuing the month-to-month basis to allow time for the City to re-bid the service; and

That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows, to-wit:

1. FOR VALUE RECEIVED, the City of Joplin and Contractor hereby extend their Agreement for Solid Waste Collection Services on a month-to-month basis for up to as much as a year with an additional option of continuing the month-to-month basis, effective April 1, 2016, under the same terms and conditions.

In all other respects, the parties affirm, ratify and readopt the Agreement's original terms and provisions, as previously agreed.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of _____, 2016.

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas A. Heatherly, Director of Public Works

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Jordan Disposal, LLC

By: _____
Brian K. Jordan, Managing Member

CITY OF JOPLIN SOLID WASTE SERVICES - APPENDIX A

UPDATED February 24, 2016

LOCATION	ADDRESS	CONTAINER QUANTITY	CONTAINER SIZE	FREQUENCY	# of Pulls x 4.33 COST PER PULL	EXTENDED COST	DAY OF WEEK FOR PICKUP
Parks Department Office	3010 W. 1st Street	1	2 CY	1/week	7.5	32.47	T
Joplin Sports Complex	3301 W. 1st Street	2	4 CY	1/week	10.50	90.93	T
Joplin Sports Complex-Softball Field	3301 W. 1st Street	3	4 CY	1/week	10.50	136.40	T
Joplin Sports Complex-Soccer Field	3301 W. 1st Street	1	4 CY	1/week	10.50	45.46	T
Gabby Street Ballpark	S. Adele Ave. & W. 16th St	1	4 CY	1/week May-Sept	10.50	45.46	
* Joe Becker Stadium	1301 E. 3rd Street	1	4 CY	1/week until Apr 30	10.50	45.46	
* Joe Becker Stadium	1301 E. 3rd Street	1	6 CY	1/week Oct1-Apr30	12.50	54.12	
Joe Becker Stadium	1301 E. 3rd Street	TBD	TBD	May 1 to Sept 30	Blasters responsible for trash service		
Carver Day Care	520 School Avenue	1	2 CY	1/week June-Aug	7.50	32.47	TH
Schifferdecker Pool	4th St & Schifferdecker Ave	2	4 CY	5/week May-Aug	10.50	181.86	M T W TH F
Cunningham Pool	25th & Porter Avenue	1	4 CY	5/week May-Aug	10.50	90.93	M T W TH F
Ewert Pool	7th & S. Murphy Boulevard	1	4 CY	2/week May-Aug	10.50	90.93	
Memorial Hall	212 W. 8th Street	2	4 CY	1/week	10.50	90.93	T
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	2/week April-Oct	10.50	90.93	T & F
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	1/week Nov-March	10.50	45.46	T & F
Golf Course Club House	506 S Schifferdecker Ave	2	4 CY	2/week April-Oct	10.50	181.86	T & F
Golf Course Club House	506 S Schifferdecker Ave	2	4 CY	1/week Nov-March	10.50	90.93	T
Parks Department Transfer	1301 West 2nd Street	7	4 CY	2/week April-Oct	10.50	636.51	T & F
Parks Department Transfer	1301 West 2nd Street	7	4 CY	.5/week Nov-March	10.50	159.13	T
Justice Center	303 E. 3rd Street	1	6 CY	3/week	12.50	162.37	M, W & F
Police Sub-Station	115 E. 34th Street	1	90 Gal Cart	1/week	2.50	10.82	T
Health Dept./WIC	321 E. 4th Street	1	4 CY	2/week	10.50	90.93	T & F
City Hall	602 S. Main Street	1	4 CY	1/week	10.50	45.46	T
Public Library	300 S. Main Street	1	2 CY	1/week	7.50	32.47	T

UPDATED February 24, 2016

LOCATION	ADDRESS	CONTAINER QUANTITY	CONTAINER SIZE	FREQUENCY	# of Pulls x 4.33 COST PER PULL	EXTENDED COST	DAY OF WEEK FOR PICKUP
**Airport ATC Tower	600 N. Colonial Drive	1	2 CY	1/week	7.50	32.47	T
Airport Main Terminal	7331 Highway 43	1	6 CY	2/week	12.50	108.25	M & TH
***Airport General Aviation Terminal	Highway 171	1	2 CY	1/week	7.50	32.47	T
Airport T-Hangers	Highway 171	10	90 Gal Cart	1/week	2.50	108.25	T
Central Garage (at PWC)	1301 W. 2nd Street	1	4 CY	1/week	10.50	45.46	T
Sign Shop (at PWC)	1301 W. 2nd Street	1	4 CY	1/week	10.50	45.46	T
Fire Station #2	2825 W. Junge Boulevard	1	2 CY	1/week	7.50	32.47	T
Fire Station #3	2727 Newman Road	1	2 CY	1/week	7.50	32.47	T
Fire Station #4	3402 S. Hearnes Boulevard	1	2 CY	1/week	7.50	32.47	T
Fire Station #5	3223 S. Texas Avenue	1	2 CY	1/week	7.50	32.47	T
Fire Station #6	5302 W. 32nd Street	1	2 CY	1/week	7.50	32.47	T
Fire Station #7	location to be determined	service to be determined					
Public Safety Training Facility	5102 N. Swede Lane	1	4 CY	1/week	10.50	45.46	T
Turkey Creek Waste Water Plant	3457 Eddy Lane	1	6 CY	3/week	12.50	162.37	M, W & F
Turkey Creek Waste Water Plant	3457 Eddy Lane	6	2 CY	3/week	7.50	584.55	M, W & F
Shoal Creek Waste Water Plant	2860 Apricot Drive	1	4 CY	3/week	10.50	136.39	M, W & F
MAPS Admin. Building	123 S. Main Street	1	2 CY	1/week	7.50	32.47	T
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1	40 CY Roll-Off	As Needed	80 per pull & 40 per ton	varies	
****Leaves/Grass Clippings Collection or Tree Limbs/Brush Collection	collection location to be determined	qty. to be determined	City owned 30 CY RO	As Needed	60 per pull		
Trash or Bulky Items Collection Event	collection location to be determined	qty. to be determined	City owned 30 CY RO	As Needed	65 per pull & 40 per ton		

* Stadium gate unlocked at 7:30 am M-F

** Push Button and tower personnel will see driver in camera

*** Driver must have an airport personnel "escort"
Contact for Airport is Peter Kaufmann. Jordan must call 417-437-1710 (answered 24/7) for an escort inside

**** City owned containers used for yard waste collection hauled to Compost Facility or Tree Limb Processing Site

Contact for Shoal Creek WWTP is Gary Rice

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 21, 2016

Item: COUNCIL BILL NO. 2016-113
Originating Department: PUBLIC WORKS DEPARTMENT

Attachments:
1) Exhibit A - Invitation for Bids; IFB #200-2016
2) Exhibit B - Bid Submittal of Allied Services, LLC d/b/a Republic Services of Galena
3) Council Bill 2016-113

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

Recommended Action: Accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station.

Background: On April 1, 2004, the City started the residential trash franchise, which included a City-subsidized transfer station bulky items drop off portion, and signed an agreement with American Disposal, now known as Republic Services. There were many extensions and amendments to the agreement including changes to the transfer station portion. The current Republic Services agreement that includes the transfer station portion (Ordinance No. 2010-180) will expire on March 31, 2016. In order to make the November 2015 request for proposal for Solid Waste Collection Services (RFP #101-2016) fair to all proponents, the transfer station portion was omitted from the requirements. The City of Joplin published an Invitation for Bids (IFB #200-2016) to provide disposal services of bulky items, limbs/brush and tires at a local transfer station on February 21, 2016.

Discussion: On March 10, 2016 two bids were received from Allied Services, LLC d/b/a Republic Services of Galena, one responsive and the other not responsive to the Invitation for Bids. The non-responsive bid excluded the requirement to have the transfer station open at least four (4) hours on Saturdays.

This Council Bill accepts the responsive bid of Allied Services, LLC d/b/a Republic Services of Galena for authorized residents to deliver directly to the transfer station up to 2,000 pounds of bulky items, limited quantities of construction/demolition debris, brush and tree limbs, and tires. The Invitation for Bids stipulated that the City shall compensate the transfer station an amount equal to one-half of the bid price for the itemized services, and the remaining half shall be collected from the resident delivering waste to the transfer station. Services will begin April 1, 2016.

The bid shall be valid for a period of three years, with an option for two additional one year extensions at the discretion of the City. The City reserves the right to modify and amend the terms and conditions of the bid throughout the term upon written authorization of both the City and Allied Services. Unit prices shall be permitted to escalate no more than 1% per year. City pays half and the resident pays half of the pricing listed below:

Bulky Items:	
Car or pick-up truck	$20.00 per load
Trailer less than 8 feet in length	$20.00 per load
Trailer 8 feet or more in length	$26.00 per load
Tires – with a limit of 5 per vehicle, per trip	$ 9.00 per tire
Limbs and Brush:	
Car or pick-up truck of limbs and/or brush	$34.00 per load
Trailer less than 8 feet in length	$34.00 per load
Trailer 8 feet or more in length	$48.00 per load

Days and Hours of Operation will be: (exclusive of certain holidays)

Monday thru Thursday: 8:00 AM till 2:30 PM (closed from 11:30 till 12:00 for lunch)
Saturday: 8:00 AM till 12:00 (noon)

Recommendation: Staff recommends approval of Council Bill 2016-113 on an emergency basis in accordance with Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

CITY OF JOPLIN, MISSOURI
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BID #200-2016

THIS IS NOT AN ORDER

RETURN TO:

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

Date Issued: February 21, 2016
Owner's Representative Email: nheather@Joplinmo.org
Telephone Number: 417-624-0820, ext. 500
Fax Number: 417-625-4738
DUE DATE: MARCH 10, 2016

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DEPARTMENT OF PUBLIC WORKS PRIOR TO **3:00 P.M. ON MARCH 10, 2016.** Bids will be opened by the City at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- ***FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.***

You are invited to submit your bid to furnish the services described herein.

DESCRIPTION

The City of Joplin desires to enter into an agreement with a licensed waste disposal transfer station that provides disposal services of bulky waste, limited quantities of construction/demolition debris and brush and tree limbs for the authorized residents of the City of Joplin. The resident shall deliver the waste directly to the transfer station. The agreement will stipulate that the City shall compensate the transfer station an amount equal to one-half of the bid price for the itemized services, and the remaining half shall be collected from the resident delivering waste to the transfer station. Services are expected to begin on April 1, 2016.

See attached General Conditions, Specifications, and Bid Form for detailed information.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Department of Public Works if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Department of Public Works not later than three (3) days prior to the bid opening date.

CITY OF JOPLIN
INSTRUCTION TO BIDDERS

01. Opening Location
The Bids will be opened at the City of Joplin, Department of Public Works, 602 S. Main, Joplin, MO 64801 in the presence of Public Works officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements
Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Department of Public Works for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Public Works office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Department of Public Works and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked
If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

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

04. Legal Name and Signature
Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections
No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda
Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Department of Public Works in writing or through email. The Department of Public Works shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Department of Public Works at phone number 417-624-0820, ext. 500, to determine if addenda were issued and to make such addenda a part of their Bid.

07. IFB Expenses
All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer
Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder
To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights
The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit
The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit

will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law
All applicable laws and regulations of the State of Missouri and the City including the City Purchasing and Procurement Policies and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Purchasing and Procurement Policies and Procedures.

13. Right to Protest
Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City of Joplin Director of Finance.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Collusion
By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

15. Contract Forms
Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

16. IFB Forms, Variances, Alternates
Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City.

17. Bid Form
All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

18. Modifications or Withdrawal of Bid
A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

19. No Bid
If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

20. Errors in Bids
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

21. Prices Bid
Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.

22. Payment
Payment shall be monthly for services provided during the preceding month and will, in every case, be supported by a suitable invoice.

23. Deviations to Specifications and Requirements.
Failure of any bidder to furnish the data requested in the IFB, may be cause for rejection of the bid. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and not accepted in writing by the City may be grounds for termination of the contract.

24. Awards

a. *As the best interest of the City may require, the right is reserved to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*

b. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

c. *Vendors/companies other than the one presenting the lowest and best bid, shall have the option of entering into an agreement with the City; said agreement being in substantial conformance with the agreement with the lowest and best Bidder, provided any and all such additional agreements shall stipulate the same schedule of fees as that of the lowest and best bid.*

25. Regulations
It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Local, State and Federal rules, regulations, or other requirements, as each may apply.

26. Termination of Award
Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

27. Royalties and Patents
If applicable to this IFB, the successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

28. Equal Employment Opportunity Clause
The City of Joplin, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

29. Bid Tabulation
Bidders may request a copy of the bid tabulation of the Invitation for Bid.

30. Budgetary Constraints
The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

31. Order of Precedence
Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

32. Affidavit for Service Contracts
The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Joplin affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

CITY OF JOPLIN
GENERAL TERMS AND CONDITIONS
IFB #200-2016

1. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

2. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City 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 day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

3. **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. 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, though City will attempt to so notify any such assignee.

4. Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

5. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

6. **Contract Documents:** The agreement between the City of Joplin and the Contractor shall consist of (1) the Council Bill which embodies the requirements contained herein, (2) the Invitation for Bid, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and

such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

7. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8. The Contractor agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

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 Contributions 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. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

11. **Certification of Non-Resident/Foreign Contractors:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

12. 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 RSMo.
    a. A similar certificate from the Secretary of State of any state in which the contractor transacts business for the performance of the work described herein, shall be provided to the City, unless exempt under that State's specific statute's.

13. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
    a. A similar certificate from the Secretary of State of any state in which the contractor transacts business for the performance of the work described herein, shall be provided to the City, unless exempt under that State's specific statute's.

14. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

16. 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.

17. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

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

19. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

20. **Entire Agreement:** This agreement, including the terms and conditions contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto.

21. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

22. **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.

CITY OF JOPLIN
SPECIFICATIONS
IFB #200-2016

1. Reports and Data to be provided to the City
    a. Monthly reports of the number of residents served and tonnage of waste (by category) received shall be submitted to the City by the 10th of the following month.
    b. A copy of the log of customers served; the log shall contain the customer name, address, date, time and type of waste being disposed of.

2. Hours of Operation: (Minimum requirement)
    a. Must have facility open at least four (4) hours on Saturday's
    b. Must be open five (5) days per week (the required partial Saturday may be counted as one (1) day)
        i. Vendor shall provide as part of their bid, their proposed operating schedule.
        ii. Vendor shall be open on the days established, unless a designated holiday falls on one of those days. If the holiday falls on a Monday, the transfer station may be closed the prior Saturday.
            1. Designated Holidays are defined as:
                a. New Year's Day
                b. Memorial Day
                c. Independence Day
                d. Labor Day
                e. Thanksgiving Day
                f. Christmas Day
        iii. Vendor to provide ample notice of closing of what would normally be a day to be open.
    c. Daily operating hours can be set by Vendor provided residents have at least six (6) hours per day, (4 hours on Saturday) between 0700 and 1800 (7:00 AM and 6:00 PM), available for delivery of residential waste.
        i. Vendor to provide as part of their bid, their proposed operating hours.

3. Validation of Residency:
    a. An authorized resident is defined as a City of Joplin resident that can produce, for validation, both a personal identification and documentation that they are a paying residential customer for trash services on a City of Joplin utility statement.
    b. Vendor shall be required to validate the customer is an authorized resident; the resident must provide a copy of their City of Joplin residential utility statement reflecting the "trash charge", along with a **second** form of identification and sign a log maintained by the Vendor.
    c. Commercial/Industrial businesses are not eligible for this service.

4. Method of Payment by Resident:
    a. Vendor should provide the residents with at least two (2) means of payment, i.e. cash, check, credit card, etc.

5. Distance to Transfer Station:
    a. Any transfer station within a ten (10) mile radius of the intersection of 6th and Main in Joplin, Missouri shall be invited to submit a bid.

6. Payment to Vendor:
    a. The City shall pay an amount equal to one-half (1/2) of the quoted price on the bid proposal form; the Resident shall be responsible for the remaining one-half (1/2) of the quoted price and shall be collected by the successful vendor.

    b. The successful Vendor shall submit an invoice by the 10th of the month following the month services have been provided and payment shall be made within fifteen (15) business days.

7. Term:
    a. The term of this agreement shall be for a period of three (3) years, with an option for two (2) additional one (1) year extensions at the discretion of the City.

8. Prohibited Waste:
    a. The City of Joplin will not participate in subsidizing the cost of disposing of the following items:
        1) Leaves or Grass Clippings
        2) Commercial Waste
        3) Any Hazardous Waste
        4) Tires from Commercial, Construction or Industrial equipment
        5) Any Waste the Transfer Station is prohibited from accepting in accordance with their State operating permit
        6) Batteries

9. Basis for determining lowest and best bid:
    a. The City shall use the following methodology to establish the best and lowest bid:

Bulky Items:

Annual # of Loads*		
500 Loads	In car or pick-up truck X Unit Price/load	= $Sub-Total
500 Loads	On Trailer less than 8-ft in Length X Unit Price/load	= $Sub-Total
500 Loads	On Trailer 8-ft or more in Length X Unit Price/load	= $Sub-Total
100 Tires	100 X Unit Price/tire	= $Sub-Total

Limb & Brush Disposal:

Annual # of Loads*		
75 Loads	In car or pick-up truck X Unit Price/load	= $Sub-Total
75 Loads	On Trailer less than 8-ft in Length X Unit Price/load	= $Sub-Total
75 Loads	On Trailer 8-ft or more in Length X Unit Price/load	= $Sub-Total
		$Total Cost

$ Total Cost / 2 = estimated amount to be paid by City of Joplin = Lowest and Best Bid

***The Annual # of Loads used to calculate the estimated Total Cost, shall not be considered as a representation or a guarantee of the number of loads or quantity of materials to be delivered to the transfer station.**

CITY OF JOPLIN
BID FORM – PROPOSAL
IFB #200-2016

SUBMITTED BY_____
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

This Bid will result in the City of Joplin paying to the lowest responsible bidder an amount equal to one-half (1/2) of the quoted prices on this Bid Form, provided all required documentation is submitted with the invoice.

Bulky Item Disposal:

(1) Price per load up to 2000 pounds in a car or pick-up truck: $_____/per load*

(2) Price per load up to 2000 pounds for a trailer less than 8-ft in length: $_____/per load*

(3) Price per load up to 2000 pounds for a trailer 8-ft or more in length: $_____/per load*

(4) Tires – with a limit of 5 per vehicle per trip: $_____/tire*

Limb and Brush Disposal (exclusive of leaves and grass clippings):

(1) For a pick-up truck or car with up to 2,000 pounds of limbs and/or brush: $_____/per load*

(2) For a trailer less than eight (8) feet in length up to 2,000 pounds: $_____/per load*

(3) For a trailer eight (8) feet or more in length up to 2,000 pounds: $_____/per load*

THE CITY WILL NOT PARTICIPATE IN ANY PAYMENT OF A LOAD WEIGHING MORE THAN 2000 POUNDS (NET) – SUCH LOADS SHALL BE CONSIDERED COMMERCIAL LOADS AND NOT A PART OF THE CONTRACT RESULTING FROM THIS INVITATION FOR BIDS.

***Unit Prices shall be permitted to escalate no more than 1% per year for the Term of the contract**

RETURN THIS PAGE

Proposed Operating Schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday**
Operating Hours	_____	_____	_____	_____	_____	_____	_____

**Minimum of 4-hours

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

_____We DO NOT take exception to the IFB Documents/Requirements.
_____We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

Company Name _____

By_____
Authorized Person's Signature

_____
Print or type name and title of signer

Company Address_____
_____
_____
Telephone Number_____
Fax Number_____

Date_____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email_____

Federal Tax ID No._____

RETURN THIS PAGE

CITY OF JOPLIN
STATEMENT OF "NO BID"
IFB #200-2016

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #000-2016** FOR **DESCRIPTION** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ __ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____
_____
_____
_____

COMPANY NAME:_____

ADDRESS:_____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER:_____

DATE:_____

REPUBLIC SERVICES

We'll handle it from here.™

March 9, 2016

City of Joplin
Attn: Director of Public Works
602 S. Main
Joplin, MO 64801

Dear Nick,

Allied Services, LLC, d.b.a. Republic Services of Galena wishes to thank the City of Joplin for the opportunity to respond to Bid #200-2016. It would be our privilege to continue serving the residents of Joplin, with inherent responsibility for continued innovation in the vital aspects of solid waste and recycling management in a cost effective and environmentally responsible manner at the transfer station. Republic Services has provided the City of Joplin residents with this service for over the past ten years. Republic Services has learned how to best meet the specific needs of the City of Joplin residents and based on this experience over the years developed an infrastructure that will allow us to continue providing the City of Joplin superior service at the transfer station.

Republic Services of Galena accepts and will exceed all of the specifications except those outlined on the exception page for the City of Joplin Bid #200-2016 .

Republic Services, our parent company, is headquartered in Phoenix, Arizona, and is the second largest publicly held solid waste and recycling provider in the United States. The size and experience of RSG, combined with our commitment to excellence in safety, customer service and environmental stewardship stands behind the bid outlined.

The Republic Service management team is ready to answer any questions you may have regarding the bid in the following documents. Again, we thank you for the opportunity to submit our bid and look forward to a continued successful and rewarding relationship with the City of Joplin.

Best regards,

Jennifer Fagan
Municipal Manager
Republic Services of Galena

CITY OF JOPLIN
BID FORM – PROPOSAL
IFB #200-2016

SUBMITTED BY Allied Services, LLC D/B/A Republic Services of Galena
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

This Bid will result in the City of Joplin paying to the lowest responsible bidder an amount equal to one-half (1/2) of the quoted prices on this Bid Form, provided all required documentation is submitted with the invoice.

Bulky Item Disposal:

(1) Price per load up to 2000 pounds in a car or pick-up truck: $20.00 /per load*

(2) Price per load up to 2000 pounds for a trailer less than 8-ft in length: $20.00 /per load*

(3) Price per load up to 2000 pounds for a trailer 8-ft or more in length: $26.00 /per load*

(4) Tires – with a limit of 5 per vehicle per trip: $9.00 /tire*

Limb and Brush Disposal (exclusive of leaves and grass clippings):

(1) For a pick-up truck or car with up to 2,000 pounds of limbs and/or brush: $34.00 /per load*

(2) For a trailer less than eight (8) feet in length up to 2,000 pounds: $34.00 /per load*

(3) For a trailer eight (8) feet or more in length up to 2,000 pounds: $48.00 /per load*

THE CITY WILL NOT PARTICIPATE IN ANY PAYMENT OF A LOAD WEIGHING MORE THAN 2000 POUNDS (NET) – SUCH LOADS SHALL BE CONSIDERED COMMERCIAL LOADS AND NOT A PART OF THE CONTRACT RESULTING FROM THIS INVITATION FOR BIDS.

***Unit Prices shall be permitted to escalate no more than 1% per year for the Term of the contract**

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

X We DO NOT take exception to the IFB Documents/Requirements.
____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

Company Name Allied Services LLC. DBA Republic Services of Galena

By [signature]
Authorized Person's Signature

Pete Forst
Print or type name and title of signer

Company Address 1715 E. Front St
Galena, KS

Telephone Number 417-437-5019

Fax Number _____

Date 3-15-16

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email pforst@republicservices.com

Federal Tax ID No. 86-0897719

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

_____We DO NOT take exception to the IFB Documents/Requirements.
__X__We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

see exception page

Company Name Allied Services, LLC DBA Republic Services of Galena

By _____
Authorized Person's Signature

Pete Forst
Print or type name and title of signer

Company Address 1715 E. Front St
Galena, KS

Telephone Number 4174375019

Fax Number _____

Date 3/8/16

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email Pforst@republicservices.com

Federal Tax ID No. 86-0897719

RETURN THIS PAGE

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE DISPOSAL SERVICES OF BULKY WASTE, CONSTRUCTION & DEMOLITION DEBRIS, AND BRUSH AND TREE LIMBS UNDER BID #200-2016 FOR THE CITY OF JOPLIN IN THE STATE OF MISSOURI

The undersigned, Secretary of **ALLIED SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **PETER FORST** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 24th day of February, 2016.



Eileen B. Schuler, Secretary

STATE OF MISSOURI

Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

ALLIED SERVICES, LLC

using in Missouri the name

ALLIED SERVICES, LLC
FL0016142

a DELAWARE entity was created under the laws of this State on the 20th day of November, 1997, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of February, 2016.

Jason Kander
Secretary of State

Certification Number: CERT-02242016-0038

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2963965

Entity Name: ALLIED SERVICES, LLC

Entity Type: FOR: LTD LIABILITY COMPANY

State of Organization: DE

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on December 28, 2000, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 24, 2016

Kris W. Kobach

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 764748 - To verify the validity of this certificate please visit https://www.kansas.gov/bess/flow/validate and enter the certificate ID number.

Proposed Operating Schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday**
Operating Hours	—	8-2:30	8-2:30	8-2:30	8-2:30	—	8-12

**Minimum of 4-hours

* Lunch we will close 11:30 – 12:00 M, Tu, Wed + Thursday

RETURN THIS PAGE

EXCEPTIONS:

1. **Section 2, Page 5:** The Bid is silent on Republic's right on termination. We recommend that Republic be allowed to terminate the Contract upon Customer's breach after Customer has the opportunity to cure that breach within a certain number of days.

2. **Section 4, Page 5:** We recommend that no material provided by Customer for disposal or collection shall be considered as Confidential Information.

   Further, nothing in this Contract shall prevent Republic from disclosing to others or using in any manner information which Republic can show:
   (a) Has been published and has become part of the public domain other than by acts, omissions or fault of Republic or its agents and employees;
   (b) Has been furnished or made known to Republic by third parties (other than those acting directly for or on behalf of Republic) as a matter of legal right without restrictions on its disclosure;
   (c) Was in a Republic's possession prior to the disclosure thereof by Customer to Republic; and/or
   (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations.

3. **Section 2, Page 5:** We recommend that Republic should be given a cure period of at least five (5) business days following written notice by Customer to cure its breach before terminating the Contract as specified under this section. We recommend deleting Customer's right to terminate the Contract for convenience or without cause

4. **Section 3, Page 5:** We recommend that the consent should not be unreasonably withheld, delayed or modified by Customer and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

5. **Acceptable Waste; Unacceptable Waste:** We recommend that Republic must have a right to reject any unacceptable/hazardous waste provided by any residential unit.

6. **Title to Waste:** We recommend that title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.

7. **Force Majeure:** We recommend that the Contract includes the concept of force majeure so that Republic's performance is excused for events outside its control and that unexpected occurrences such as severe weather conditions, strikes, labor disputes, change in laws, excess debris resulting from storm or other acts of God, etc. should qualify as events of Force Majeure.

COUNCIL BILL NO. 2016-113 ORDINANCE NO.

AN ORDINANCE accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing and emergency clause.

WHEREAS, since April 1, 2004 the City of Joplin has managed a bulky items drop off program at an area transfer station for authorized Joplin residents through an agreement and said agreement expires on March 31, 2016; and

WHEREAS, the City of Joplin published an Invitation for Bids (IFB #200-2016) to provide disposal services of bulky items, limbs/brush and tires at a local transfer station on February 21, 2016, same being attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City of Joplin received one responsive, sealed Bid on March 10, 2016 for transfer station drop off service from Allied Services, LLC d/b/a Republic Services of Galena; and

WHEREAS, the City of Joplin desires to continue the bulky items drop off service subsidy at a local transfer station with Allied Services, LLC d/b/a Republic Services of Galena, with a start date of April 1, 2016; and

WHEREAS, the City's FY2015-2016 budget provides for "City Wide Cleanup Program" in the Solid Waste Management Fund, and the FY2016-2017 budget will provide for same,

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

Section 1. The City of Joplin hereby accepts the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at their transfer station located in Galena, Kansas and, the same being attached hereto and is incorporated herein as "Exhibit B."

Section 2. The City of Joplin shall be responsible for paying one-half of the bid price(s) for the disposal of certain waste delivered to the transfer station by the residents of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of

_____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO 2016-361 ORDINANCE NO.

AN ORDINANCE approving the release and termination of a reversionary interest in certain property known as 315 South Cox Avenue and properties generally described as located at the Northwest corner of Railroad Avenue and 2nd Street, and authorizing the City Manager, to execute said Release; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City), is a body corporate and political subdivision of the State of Missouri, duly created, organized and existing and by virtue of its charter, the Constitution and laws of the State of Missouri; and

WHEREAS, on December 5, 1978, and modified by a Deed dated June 5, 1991, the City conveyed certain property to Missouri Steel Castings Company subject to certain conditions subsequent; and

WHEREAS, the Deed reserved unto the City certain reversionary rights with respect to the property; and

WHEREAS, the City finds it is necessary and desirable and in the best interest of the City to release and terminate its reversionary interest in the property in order to encourage and facilitate redevelopment of the property.

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

Section 1. That the City hereby release and terminates its reversionary interest in property described in EXHIBIT "A", TITLED, "CORPORATION RELEASE OF REVERSIONARY INTEREST".

Section 2. That City Manager of the City of Joplin, Missouri, is hereby authorized to execute and record aforementioned release as described in EXHIBIT "A", or in substantially similar form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, for the immediate preservation of the public health and safety, 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 _____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

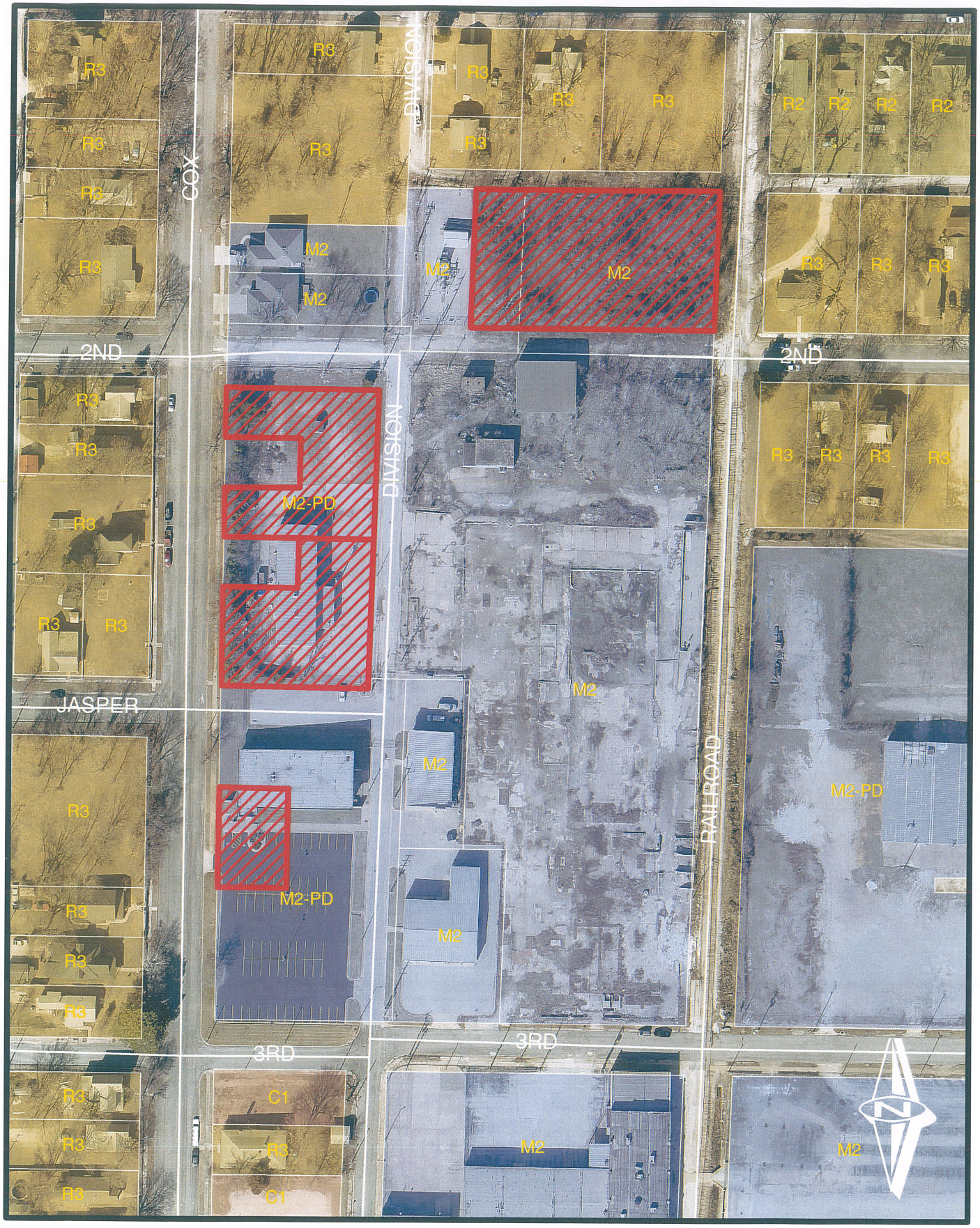
_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney


R3
R2
M2
M2-PD
C1
COX
NOSHIAD
2ND
JASPER
3RD
RAILROAD
300
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300
Feet

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 21, 2016

Item: Council Bill No. 2016-361 -Release of Reversionary Interest
Originating Department: Planning, Development and Neighborhood Services

Attachments:
1) Attachment A –Corporation Release of Reversionary Interest
2) Attachment B –Corporation Warranty Deed
3) Attachment C – Notification Deed
4) Map
5) Council Bill No. 2016-361

Department Head: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam L. Anselm

Recommended Action: Approval of release and termination of reversionary interest in property located at 315 S. Cox Ave and property generally described as located at the Northwest corner of 2nd Street and Railroad Ave.

Background: In December of 1978 the City conveyed properties to Missouri Steel Castings, Inc. With the conveyance, reversionary language was included in the deed that certain nuisance violations (including smoke, dust, particulate matter, odor and or heat, etc.) as a result of Missouri Steel Castings operation could result in the properties reverting back to the City. The deed was modified in 1991 to clarify the obligations of the property owner as it pertained to nuisance violations, but it was not clear in the 1991 deed modification if the revisionary language remained or not.

Discussion: Missouri Steel Castings is no longer operating from this site. Most of the buildings associated with the Missouri Steel Castings have been demolished and removed from the property. A new industrial company is interested in purchasing the property and redeveloping it for their use. The City's reversionary language is prohibiting the company from purchasing the property. Staff believes the reversionary language is no longer needed. The city currently has modern zoning and nuisance codes that protect nearby and adjacent property owners from nuisances that are generated from commercial and industrial operations.

Recommendation: It is recommended that the City's reversionary interest in the property be released and terminated so the sale of the property can proceed; this Ordinance is dealing with the immediate preservation of the public peace, property, health, safety or morals, within the meaning of Section 2.12(1) 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.

EXHIBIT B

14175

1219 222

CORPORATION WARRANTY DEED

THIS INDENTURE made on the 5th day of December, A.D., One Thousnd Nine Hundred and Seventy-eight by and between CITY OF JOPLIN, MISSOURI, a Municipal Corporation, duly organized under the laws of the State of Missouri, of the County of Jasper, State of Missouri, party of the first part, and MISSOURI STEEL CASTINGS COMPANY, a Missouri Corporation of the County of Jasper, State of Missouri, party of the second part, (Mailing address of the said first named grantee is 301 East 4th Street, Joplin, Missouri, 64801).

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00) to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN and SELL, CONVEY, and CONFIRM, unto the said party of the second part, its successors, and assigns, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri to-wit:

All of Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Block 49, in the Second Addition to East Joplin City, now a part of the City of Joplin, Jasper Conty, Missouri, and,

All of Lots Seven (7), Nine (9), Eleven (11), Twelve (12) and also the East one-half (E½) of Lot Eight (8), the East one-half (E½) of Lot Ten (10), the West one-half of Lot Fourteen (14) the West one-half (W½) of Lot Fifteen (15) in JOPLIN MINING AND SMELTING COMPANY'S ADDITION to the City of Joplin, Jasper County, Missouri.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, apurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its successors and assigns, provided, however, that the conveyance is made and accepted upon each of the following conditions subsequent which shall be binding upon and enforceable against said party of the second part, its successors and assigns, as follows:

FIRST: Second party shall construct and maintain a buffer zone consisting of shrubbery, trees, and grasses to provide year round natural barrier between the neighborhood residential dwelling units adjacent to the property herein conveyed and the plant facility of the Second party, said buffer zone to be thirty (30) feet East of the East Right of Way line of Cox Avenue and a thirty (30) feet buffer zone South of the South Right of Way line of the alley lying between Division Avenue (extended) and Railroad Avenue, North of Second Street on the above convoyed property.

SECOND: On the conveyed property, manufacturing shall be limited to activities that produce no noise, odor, smoke, or offensive effluents detectable beyond the bounds of the described property that are in excess of the following standards:

(1) Smoke, dust, particulate matter, odor, heat or other effects shall not be produced which will be obviously harmful or injurious to humans or property beyond the described property line.

(2) The noise level shall not exceed the following level at any point along the curb line bordering the described property.

Octave Band: 0-75 CPS 55db

(3) Vibration or concussion shall not be perceptible without instruments at the described property line.

In the event there is a breach of any of the above conditions, by the party of the second part, its successors or assigns, all right, title, and interest to the above conveyed property, at its election, revert to and become the property of the party of the first part, or its successors who shall have the immediate right of entry upon said premises and the second party, its successors and assigns, shall forfiet all right, title and interest in said premises, and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

The City of Joplin is hereby convenanting that is is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that is has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that the City of Joplin, Missouri, will warrant and defend the title of the said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEROF, the said party of the first part has caused these presents to be signed by its City Manager and attested by its City Clerk and the corporate seal to be hereto attached, the day and year first above written.

CITY OF JOPLIN, MISSOURI

By _____
James P. Berzina
City Manager

ATTEST:

_____
Joy Thompson
City Clerk

APPROVED AS TO FORM:

_____
George C. Baldridge
City Attorney

State of Missouri)
County of Jasper) ss.
FILED FOR RECORD
AT 8 o'clock DEC 11 1978 MINUTES A M

_____
RECORDER

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

On this 5th day of December, 1978, before me appeared James P. Berzina, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its City Council in Ordinance No. 78-204 and said James P. Berzina acknowledged said instrument to be the free act and deed of said corporation.

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

NOTARY PUBLIC JASPER COUNTY

_____
Notary Public Clara Insor

My commission expires: June 5, 1980

EXHIBIT "A"

CORPORATION RELEASE OF REVERSIONARY INTEREST

Whereas, Grantor, City of Joplin, Missouri, by a certain Warranty Deed, dated on the 5th day of December, 1978 and recorded in the Recorder's Office of Jasper County, Missouri, in Book 1219 at Page 222-223, and as modified by a Deed dated June 5, 1991, recorded in Book 1392, Pages 1433-1437, in consideration of the conditions contained in the instruments being satisfied, the City of Joplin hereby releases its reversionary interests in the following described property, to-wit:

(Re: described tracts in Joplin, Jasper County, Missouri)

"All of Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Block 49, in the Second Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri;

and,

All of Lots Seven (7), Nine (9), Eleven (11), Twelve (12) and also the East One-Half (E½) of Lot Eight (8), the East One-Half (E½) of Lot Ten (10), the West One-half (W½) of Lot Fourteen (14), the West One-Half (W½) of Lot Fifteen (15) in JOPLIN MINING AND SMELTING COMPANY'S ADDITION to the City of Joplin, Jasper County, Missouri."

IN WITNESS WHEREOF, these presents are hereby duly executed this _____ day of _____, 2016.

ATTEST:

CITY OF JOPLIN, MISSOURI (Grantor)

By: _____
Barbara L. Hogelin,
City Clerk

By: _____
Samuel L. Anselm,
City Manager

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2016, before me personally appeared Samuel L. Anselm, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said City by authority of its City Council, and said Samuel L. Anselm acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public

My commission expires:

_____

EXHIBIT C

BOOK 1392 PAGE 1433

7416

MODIFICATION DEED

THIS MODIFICATION DEED is made this 5th day of June, 1991, by and between the CITY OF JOPLIN, MISSOURI, a Municipal corporation, of Jasper County, Missouri, "Party of the First Part" and CITY METAL COMPANY, a Texas corporation, as successor in interest to Missouri Precision Castings, Inc., successor in interest to Missouri Steel Castings Company, "Party of the Second Part". Grantee's mailing address: 301 East 4th Street, Joplin, Missouri, 64801.

WITNESSETH:

WHEREAS, by Deed dated December 5, 1978, and recorded December 11, 1978, in Book 1219 at page(s) 222, of the Recorder of Deed's Office of Jasper County, Missouri, Party of the First Part conveyed certain land to Missouri Steel Castings Company, legally described as:

> All of Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Block 49, in the Second Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri; and
>
> All of Lots Seven (7), Nine (9), Eleven (11), Twelve (12), and also the East one-half (E 1/2) of Lot Eight (8), the East one-half (E 1/2) of Lot Ten (10), the West one-half (W 1/2) of Lot Fourteen (14) and the West one-half (W 1/2) of Lot Fifteen (15) in JOPLIN MINING AND SMELTING COMPANY'S ADDITION to the City of Joplin, Jasper County, Missouri.

WHEREAS, included within said deed were certain covenants and conditions binding upon Missouri Steel Castings Company and its successors in interest; and

WHEREAS, Party of the First Part and Party of the Second Part, in exchange for valuable consideration, each received from the other, desire to make certain modifications therein as follows:

1. That paragraph SECOND is deleted in its entirety and a new paragraph SECOND is inserted in lieu thereof to read as follows:

"SECOND: On the conveyed property, manufacturing activities shall be permitted, provided that said manufacturing activities shall, with respect to smoke, dust, particulate matter, odor, heat or noise, or other effects shall in all respect comply with all applicable ordinances of the City of Joplin and all applicable rules and regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency, and any other local, state or federal regulatory authority."

2. That the clause which provides for the revision of the demised property which reads as follows:

"In the event there is a breach of any of the above conditions, by the party of the second part, its successors or assigns, all right, title, and interest to the above conveyed property, at its election, revert to and become the property of the party of the first part, or its successors who shall have the

immediate right of entry upon said premises and the second party, its successors and assigns, shall forfeit all right, title and interest in said premises, and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.";

shall be deleted in its entirety, and a new paragraph inserted in lieu thereof to read as follows:

"PROVIDED, in the event there is a breach in any of the above conditions, and, upon conviction, or consent, to willful violation of the above conditions by Party of the Second Part, Party of the First Part shall give unto Party of the Second Part written notice thereof, specifying the breach, and the remedial action required to be taken by Party of the Second Part. Thereafter, Party of the Second Part shall have a reasonable period of time to correct or abate said breach. In the event said breach is so abated or corrected, and shall remain so abated or corrected for a period of ten (10) consecutive business days, then no further action shall be required by Party of the Second Part, and the aforesaid breach shall be deemed cured and satisfied. If Party of the Second Part shall fail to cure said breach, or if Party of the Second Part attempts to cure said breach and fails to so cure said breach within a reasonable time, and such failure is not waived by the City of Joplin by authority of its City Council in writing, then Party of the Second Part, or its successors, shall become immediately obligated to Party of the First Part in like amount for any fines, fees, assessments or penalties levied or assessed against Party of the Second Part by any state or federal regulatory agency relating to a breach of the within covenants.

"Although the covenants contained herein shall continue until waived or modified, and be binding upon Party of the Second Part and its successors, the penalty provision as contained herein shall cease and terminate automatically upon the expiration of ten (10) years from the date of this instrument, provided, however, that Party of the Second Part is not then in breach of the covenants and conditions contained herein, in which case, the penalty provision shall cease and expire upon the conclusion of such regulatory procedure, and the assessment by such regulatory agency of any fine, fee, assessment or penalties, and payment thereof by Party of the Second Part."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

CITY OF JOPLIN, MISSOURI

By _____

ATTEST:

_____
Joy Thompson, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY METAL COMPANY

By _____
President

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this 5th day of June, 1991, before me appeared Leonard Martin, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Municipal corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its City Council and Ordinance No. 91-67, and the said Leonard Martin acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

Wanda D Sweeten
Notary Public

My Commission expires: April 29th, 1993.

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this 5 day of June, 1991, before me appeared Scott Breimhorst, to me personally known, who, being by me duly sworn, did say that he is the President of City Metal Company, a Texas corporation, and that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Scott Breimhorst acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission expires: Sept. 3, 1992.

CHUCK D... Notary Public
State of ... County
My Commission Expires: Sept. 3, 1992

COUNCIL BILL NO. 91-73 ORDINANCE NO. 91-61

AN ORDINANCE approving a Modification Deed by and between the City of Joplin and City Metal Company, to modify restrictions contained in a conveyance between the City of Joplin and Missouri Steel Castings Company; and containing emergency clause.

WHEREAS, by Deed dated December 5, 1978, the City of Joplin conveyed certain property to Missouri Steel Castings Company subject to certain conditions subsequent; and

WHEREAS, City Metal Company is acquiring the property described therein, and seeks the modification of certain conditions subsequent as contained therein.

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

Section 1. That the Modification Deed by and between the City of Joplin and City Metal Company, a true and accurate copy being attached hereto, be and the same is hereby approved.

Section 2. That the City Manager is authorized to execute said Modification Deed by and on behalf of the City of Joplin.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 of the Home Rule Charter, in that said Ordinance provides for the immediate preservation of the public health, welfare and safety, and as such, shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of June, 1991.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BOOK 1392 PAGE 1437

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, Joy Thompson, City Clerk in and for the City of Joplin, Jasper/ Newton County, Missouri, do hereby certify that the foregoing is a true and correct copy of **ORDINANCE NO. 9 1 - 6 1** passed by the City Council of the City of Joplin, Missouri, on the Third Day of June, 1991, as same appears of record and on file in my office.

IN WITNESS WHEREOF, I have hereby set my hand and affixed the Seal of the City of Joplin, Missouri, this the Fourth Day of June, 1991.

Joy Thompson
City Clerk

STATE OF MISSOURI } ss.
COUNTY OF JASPER }

In The Recorder's Office

I, Edie Swingle, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 12th day of June A.D. 1991 at 9 o'clock and 41 minutes A M., duly filed for record in this office, and is recorded in the records of this office in filmed book 1392 at page 1433-1437

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 12th day of June A.D., 1991.

EDIE SWINGLE Recorder
By Deputy

State of Missouri } ss
County of Jasper }
FILED FOR RECORD 41
9 O'CLOCK JUN 12 1991 MINUTES A M
Edie Swingle RECORDER

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, Joy Thompson, City Clerk in and for the City of Joplin, Jasper/ Newton County, Missouri, do hereby certify that the foregoing is a true and correct copy of **ORDINANCE NO. 9 1 - 6 1** passed by the City Council of the City of Joplin, Missouri, on the Third Day of June, 1991, as same appears of record and on file in my office.

IN WITNESS WHEREOF, I have hereby set my hand and affixed the Seal of the City of Joplin, Missouri, this the Fourth Day of June, 1991.

Joy Thompson
City Clerk

STATE OF MISSOURI } ss.
COUNTY OF JASPER }

In The Recorder's Office

I, Edie Swingle, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 12th day of June A.D. 1991 at 9 o'clock and 41 minutes A M. duly filed for record in this office, and is recorded in the records of this office in filed book 1392 at page 1433-1437

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 12th day of June A.D., 1991.

EDIE SWINGLE Recorder

By Adrienne Meyer Deputy

State of Missouri } ss
County of Jasper }

FILED FOR RECORD 41
AT 9 O'CLOCK JUN 12 1991 MINUTES A M

Edie Swingle RECORDER

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 21, 2016

Item: CDBG-DR Sub-Recipient Agreement with Joplin Schools
Originating Department: Planning & Community Development

Attachments: 1) Council Bill No. 2016-404
2) CDBG-DR Sub-Recipient Agreement

Planning and Community Development Director: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm

Recommended Action: Approval of Council Bill No. 2016-404

INTRODUCTION:

The following Council Bill is for an agreement between the City of Joplin and Joplin Schools to provide funding assistance for the design and construction of a facility to serve as an Early Childhood Center. City Council previously approved this activity as part of the Capital Plan adopted July 7, 2015, and in the Round 2 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 11 (Partial Action Plan #6) on January 15, 2016.

DISCUSSION:

The approximately 40,000 square feet Center will provide half-day educational preschool services for children ages three through five. Joplin Schools will use the Developmental Tasks for Kindergarten Readiness-II, (DTKR II) to also identify children at-risk and eligible for Title 1 services planned within the center. In addition, to help accommodate working parents, child care services will be offered to children enrolled in the Early Childhood program. The Early Childhood Education Program is currently still operating out of FEMA trailers. Additionally, Joplin Schools documented that a number of child care slots have not been replaced since the tornado. The Center will provide at least 51% of the services to low-to-moderate (LMI) income families.

The total estimated cost for design, construction and project oversight is $10,000,000. The State of Missouri has committed $5,000,000 of the State CDBG-DR funds to complete the Center. A press conference was held by the Governor on February 12, 2016 at the McKinley Elementary School to announce their financial commitment.

This agreement provides for reimbursement of costs in an amount not to exceed $4,750,000.00 that will be incurred to provide funding assistance for the design, construction and project oversight of the Early Childhood Center. The City of Joplin will retain $250,000 of the allocated CDBG-DR project budget for costs associated with the Administration/Activity Delivery required for execution of the project.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill on an emergency basis, meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the preservation of public health, so Joplin Schools may provide services to increase access to quality Early Childhood Education.

COUNCIL BILL NO. 2016-404 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Joplin Schools in the amount of Four Million Seven Hundred and Fifty Thousand Dollars ($4,750,000.00) to provide funding assistance for the design and construction of an Early Childhood Center and authorizing the Director of Planning, Development, and Neighborhood Services, to execute said Agreement and Amendments; 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, there were was a negative impact on educational facilities and child care, due to the effects of the Tornado; and

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

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the losses caused by the tornado on May 22nd, 2011; therefore,

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

Section 1. That the City enter into an Agreement between the City of Joplin and Joplin Schools in the amount of Four Million Seven Hundred and Fifty Thousand Dollars ($4,750,000.00) to provide funding assistance for the design and construction of a Facility to serve as an Early Childhood Center for children displaced by the May 2011 disaster.

Section 2. That the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals the immediate preservation of public health, and as such, is considered an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CDBG-DR SUB-RECIPIENT AGREEMENT BETWEEN
THE CITY OF JOPLIN
AND
JOPLIN SCHOOLS

THIS SUB-RECIPIENT AGREEMENT ("Agreement") entered this day of March, 2016, by and between the City of Joplin (herein called the "Grantee") and Joplin Schools, DUNS#067956102 (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 2013, Public Law 113-2, Federal Award ID# B-13-MS-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

Joplin Schools (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:

Project Delivery

Activity: Construction of an approximately 40,000 square foot building located in the southern portion of the previous Mercy Hospital site in the vicinity of 26th Street and McClelland (herein called the "Center"). The Center will provide half-day educational preschool services for children ages three through five. In addition, to help accommodate working parents, child care services will be offered to children enrolled in the Early Childcare program. It will be the procedure of the Center, and as required by law that all preschool aged children with a suspected disability be identified, located, and evaluated. The Center will utilize a comprehensive evaluation protocol, individual designed, to determine if a child has a categorical disability as defined by the Missouri State Plan for Implementing the Individuals With Disabilities Educational Act (IDEA). Joplin Schools will use the Developmental Tasks for Kindergarten Readiness-II, (DTKR II) to also identify children at-risk and eligible for Title 1 services planned within the center. The DTKR II was designed to cover several areas of development related to early learning including: (a) sensorimotor development, (b) oral language development, (c) visual motor development, (d) cognitive development, and (e) social development. In addition, the Early Childhood Center will be

using a model which allows typically developing peers to be blended in with special needs and At-Risk students. For full site location please see Appendix D.

Federal Award Description
As required under 24 CFR 570.201 (c) *Public facilities and improvements*, will utilize the National Objective of Low-Moderate Income Limited Clientele by providing funding assistance for the design and construction of a building to serve as an early childhood center. The proposed Center will provide half-day educational preschool and child-care services to a minimum of 51% LMI families.

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.

The Sub-Recipient shall provide the Grantee with a resolution from its governing board accepting the terms, conditions and obligations of this Agreement, and directing it's duly authorized representative to execute the Agreement on behalf of the Sub-Recipient; said resolution to be attached to this Agreement and identified as Appendix G.

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 Facilities and Improvements – [570.201(c)]. Sub-Recipient will use Demographic/Income form to document the national objective. See Appendix A/B

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

1. Follow CDBG-DR regulations for procuring property and services found at 24 CFR 85.36.
2. Maintain proper financial and program administration records related to the management of Project as identified by Grantee as outlined in VIII. Administrative Requirements.
3. Complete the design and construction of the proposed Center without exceeding the approved Project budget and schedule (Schedule and Budget Attached as Appendix E)
4. Ensure that the use of State of Missouri Prevailing wage determinations and/or Davis Bacon wage determination (whichever is higher)
5. Serve at least 51% LMI clientele for at least a period of 5 years after the close out of the grant from which the assistance to the property was provided (period of performance)

6. The Sub-Recipient may not change the original intended purpose and/or use of the Property for the entirety of the useful life of the building unless the Sub-Recipient has obtained the prior written approval of the City, said approval will be at the sole discretion of the City. In addition, the Sub-Recipient shall maintain compliance with the requirements described in Section VIII Administrative Requirements, Subsection E Use and Reversion of Assets.
7. The Sub-Recipient agrees that program income generated by this project will be used for CDBG-DR eligible activities that meet a HUD national objective. Program income will be maintained and used solely for the Center, as specified in Administrative Requirements Section VIII C. 4 of this agreement.
8. The Sub-Recipient agrees to comply with the principles for determining allowable cost found in VIII A. 2 (2 CFR Part 200 Subpart E)
9. The Sub-Recipient will secure and submit to the Grantee income verification information from all households benefiting from this grant. This documentation will include the most recent IRS W2 Form or IRS Form 1040 Return, proof of Medicaid, payroll stubs, social security benefit letters, unemployment letters or other appropriate income documentation as determined by the Grantee, or a completed and fully executed IRS 4506-T Form. The IRS 4506-T Form will only be submitted to the IRS by the Sub-Recipient if the participating individual's W2 Form or IRS Form 1040 Return is not received by the Sub-Recipient within three (3) weeks after the official enrollment date of the student.

For full Administrative Requirements please refer to Section VIII located on pages 9-12 of this Agreement.

The proposed construction of the Center will disturb more than 1,000 square feet, triggering the City's Storm Water requirements, and requiring:

1. Detention of storm water runoff:
    a. The calculated volume to account for the 100-year storm event, and be based on the difference in volumes generated between a meadow and the post-project site
    b. One of two types of storm-water remediation requirements permitted to be constructed: above ground detention (pond or parking lot) and below ground storage; OR,
2. Payment of a buyout fee in lieu of detention. The buyout rate is currently set at $14,267 per acre of impervious surfaces for sites that are not zoned R1 (residential)
    a. Note that financial issues do not qualify as extenuating circumstances
    b. Prior to requesting a buyout, the Sub-Recipient must demonstrate through an engineering study that the site does not lend itself to detention of the volume of runoff generated. An engineer licensed in the State of Missouri must provide such documentation

Section 10.7.G of the City's Storm Water Management Criteria Manual explains that paved parking lots may be designed to provide temporary storage of storm water on a portion of their surfaces, such that:

1. Detention areas shall not be located in a primary parking lot which is defined as the most accessible 80 percent of the total parking for a facility
2. Depth of storage shall be limited to a maximum of 12 inches

3. The maximum limits of ponding are no closer horizontally than 10 feet to any building unless waterproofing of the structure and pedestrian access to the building are documented, and vertically not less than two feet below the lowest building sill elevation
4. Retaining walls or curbs used to contain storm water in parking lots must be constructed of reinforced concrete
5. Parking lot detention areas are exempt from sediment storage requirements
6. Sub-Recipients further agree to comply with any public posting requirement that the City of Joplin may issue related to this storm-water detention site

D. Project Accomplishments – Goals and Performance Measures

The Sub-Recipient must ensure the following:

1. The Center meets regulations set forth by the City of Joplin Building and Code Division in order to obtain a building permit/certificate of occupancy
2. All contractors and sub-contractors are registered on SAM.gov and are not debarred from federally funded projects
3. All records and files related to the proposed construction are maintained and submitted to the City as required
4. All invoices are reviewed for completeness prior to submitting to the City for their review and reimbursement
5. Upon completion of construction, the Center will provide documentation that at least 51% of the services will be provided to LMI residents living in the City of Joplin. The Center will collect this information for up to five years after construction completion.

E. Staffing

Staff Member & Title	General Project Duties
- Jeff Koch, President, Joplin Schools Board of Education	- Authorized Signatory
- Dr. Norm Ridder: Interim Superintendent	- Project supervision and project signatory
- Amanda Boyer: Director of Early Childhood Education	- Director of the Center's day-to-day operations
- Mark Barlass: Executive Director of Student Services	- Director of the Student Services day-to-day operations
- Paul Barr: Chief Financial Officer	- Financial services and reporting
- Mike Johnson: Facilities Director	- Director of day-to-day facility operations, supervises facilities and planning
- Norman Rouse: Board Attorney	- Provide legal counsel
- Grant Administrator	- Aid in guidance and supervision

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 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

Period of Performance shall start on the day of March 2016 and end on the day of March 2024, or 5 years after the Certificate of Occupancy has been received, whichever date is later (this will be to ensure that the 51% LMI requirements have been met). Funds will not be available to the Sub-Recipient from the CDBG-DR Program after November 2017, unless otherwise approved by Grantee. Any extension request would need to be approved by the City of Joplin. To obtain such an extension the Sub-Recipient must submit a written formal letter to the Grantee, requesting such extension, ninety (90) days prior November, 2017. Grantee shall approve or deny the Completion Date extension request in writing within twenty-one (21) days of receipt of said request.

III. BUDGETS – DEVELOPMENT & OPERATION

The Grantee will reimburse the Sub-Recipient for not more than Four million seven hundred and fifty thousand dollars ($4,750,000.00) to construct an approximately 40,000 square foot Early Childhood Facility. A copy of the budget is attached as Appendix E.

The State of Missouri has committed Five Million Dollars ($5,000,000) of their CDBG-DR funds (total project cost is Ten Million Dollars $10,000,000) to Joplin Schools for the development of the Early Childhood Center. A copy of their Federal award letter is attached as Appendix F.

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:

Four million seven hundred and fifty thousand dollars and No/100 ($4,750,000) Dollars

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Section III herein. Expenses for general administration for both the Grant Administrator and the Sub-Recipient shall also be paid against the budget specified in Paragraph III. 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		Sub-Recipient	
Name:	Troy Bolander	Name:	Dr. Norm Ridder
Title:	Director of Planning, Development & Neighborhood Services	Title:	Interim Superintendent
Grantee:	City of Joplin 602 South Main Street Joplin, Missouri 64801	Sub-Recipient:	Joplin Schools 310 West 8th Street Joplin, MO 64804
Phone:	(417) 624-0820 ext. 510	Phone:	(417) 625-5200 Ext. 2020
Fax:	(417) 525-4378	Fax:	(417) 625-5297
Email:	tbolande@Joplinmo.org	Email:	**normridder@joplinschools.org**

VI. SPECIAL CONDITIONS

The final 5% of this grant, or two hundred thirty seven thousand and five hundred ($237,500) dollars will be withheld from reimbursement until all documentation, is received by the Grantee at the end of the construction phase. Required documentation shall include but is not limited to proof that the Sub-Recipient has made final payments to all vendors contracted to perform services under this grant and upon receipt of a Certificate of Occupancy.

With multiple grant agreements; the Sub-Recipient agrees that in the event of a conflict between applicable regulations, requirements or policies, the most restrictive rule will prevail.

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 City's environmental responsibilities described in 24 CFR 570.604. 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. The grantee shall hold harmless, defend and indemnify the Sub-Recipient from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services of subject matter called for in this Agreement, except for claims, actions, suits, chares and judgements arising from the Sub-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 building.
- General Liability Coverage in the amount of Two Million Dollars ($2,000,000.00) per occurrence with the limit not subject to an annual aggregate.

The Sub-Recipient agrees to add 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. 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 of record within ten (10) days after the date of filing. The Sub-Recipient shall provide the City with a performance bond for the full amount of the design and construction of the building.

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 project 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.

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

The Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's Quarterly Performance Report (QPR) in which the activities assisted

under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four- year period, whichever occurs later.

3. Client Data
   The 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'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 project 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 receives $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.

4. Program Income
   As outlined in 24 CFR 570.500 *Program Income* means gross income received by the sub-recipient directly generated from the use of CDBG funds, except as provided in paragraph (a)(4) of this section. As it applies specifically to the Early Childhood Center; (a)(1) Program income includes, but is not limited to the following: (a)(1)(iv) Gross income from the use or rental of real property, owned by the sub-recipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income. Program income does not include: (a)(4)(i) Any income received in a single program year by the recipient and all its sub-recipients if the total amount of such income does not exceed $25,000.

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

project assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards
   Unless specified otherwise within this agreement, the 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.

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 expiration of this Agreement. 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; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. 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 Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The 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 project 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.

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.

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 requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The 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" Clause

   a. Compliance

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

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

      The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-DR-funded

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

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

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

3. Hatch Act

The 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. 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 H. 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**

XIII. FEDERAL AWARD INFORMATION

As required under 2 CFR Part 200 Subpart D §331, the following information under HUD CDBG-DR Award #B-13-MS-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: $113,276,000
c. Funds obligated by this action: $4,750,000
d. This award does not have an Indirect Cost Rate, negotiated or de minimus

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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	Joplin Schools
A Municipal Corporation	Instrumentality of a Political Subdivision]
Signature:	Signature:
Troy Bolander	Jeff Koch
Planning, Development & Neighborhood Services Director	Board of Education President

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

CDBG-DR Income/Demographic Form
(To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that is required to meet certain standards. Completion of this form and this information will be kept confidential, with access only to the Sub-Recipient, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS).

2. **FAMILY INCOME: $ .00***
   Family Size: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   *Supporting documentation is needed for this item. Documentation will include a copy of the most recent IRS W2 or IRS Form 1040 Return, or a filled out and signed IRS 4506-T Form. Additional Income Verification documentation may include proof of Medicaid, payroll stubs, social security benefit letters, unemployment letters or other appropriate income documentation as determined by the Grantee.

3. **ELDERLY: person(s)**
   Elderly: How many persons in your family are 62 years of age or over?

4. **HANDICAPPED: person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities?

5. **ETHNICITY (Check one box only):** ☐ Hispanic or Latino ☐ Not Hispanic or Latino

6. **HEAD OF HOUSEHOLD):** ☐ Male ☐ Female

7. **RACIAL DESIGNATION:** Indicate number of family members in each individual category below:

___ White	___ Black/ African American	___ Asian
___ American Indian/ Alaskan Native	___ Native Hawaiian/ Other Pacific Islander	___ American Indian/ Alaskan Native & White
___ Asian & White	___ Black/African American & White	___ American Indian/ Alaskan Native & Black/ African American
___ Other		

CERTIFICATION:
"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and HUD"

_____ _____
Print Name Date

_____
Sign Name

If you need assistance completing this form, please check with Joplin Schools for assistance.

For Sub-Recipient Use Only

Name of Grantee: _____

Appendix B

CITY OF JOPLIN COMMUNITY DEVELOPMENT
2015/2016 INCOME/DEMOGRAPHIC SUMMARY FORM

FAMILY SIZE (a)	LMI Families (See 2nd Page for Income Limits)			TOTAL LMI PERSONS [(b)+(c)+(d)] * (a)	Non-LMI Families (e)	TOTAL Non-LMI PERSONS
	Extremely Low (b)	Low (c)	Moderate (d)			
1 PERSON						
2 PERSONS						
3 PERSONS						
4 PERSONS						
5 PERSONS						
6 PERSONS						
7 PERSONS						
8 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 62 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 the project.

FY 2015 Income Limits Summary

Joplin, MO MSA Median Income: $51,000

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	$11,770	$15,930	$20,090	**$24,250**	$27,300*	$29,300*	$31,350*	$33,350*
Very Low (50%) Income Limits	$17,700	$20,200	$22,750	**$25,250**	$27,300	$29,300	$31,350	$33,350
Low (80%) Income Limits	$28,300	$32,250	$36,400	**$40,400**	$43,650	$46,900	$50,100	$53,350

The **Joplin, MO USA** 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 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2015 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

___ Signed Written Agreement

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

___ Must not provide religious instruction or counseling

___ Program Information (brochures, etc.)

___ Schedule of proposed work

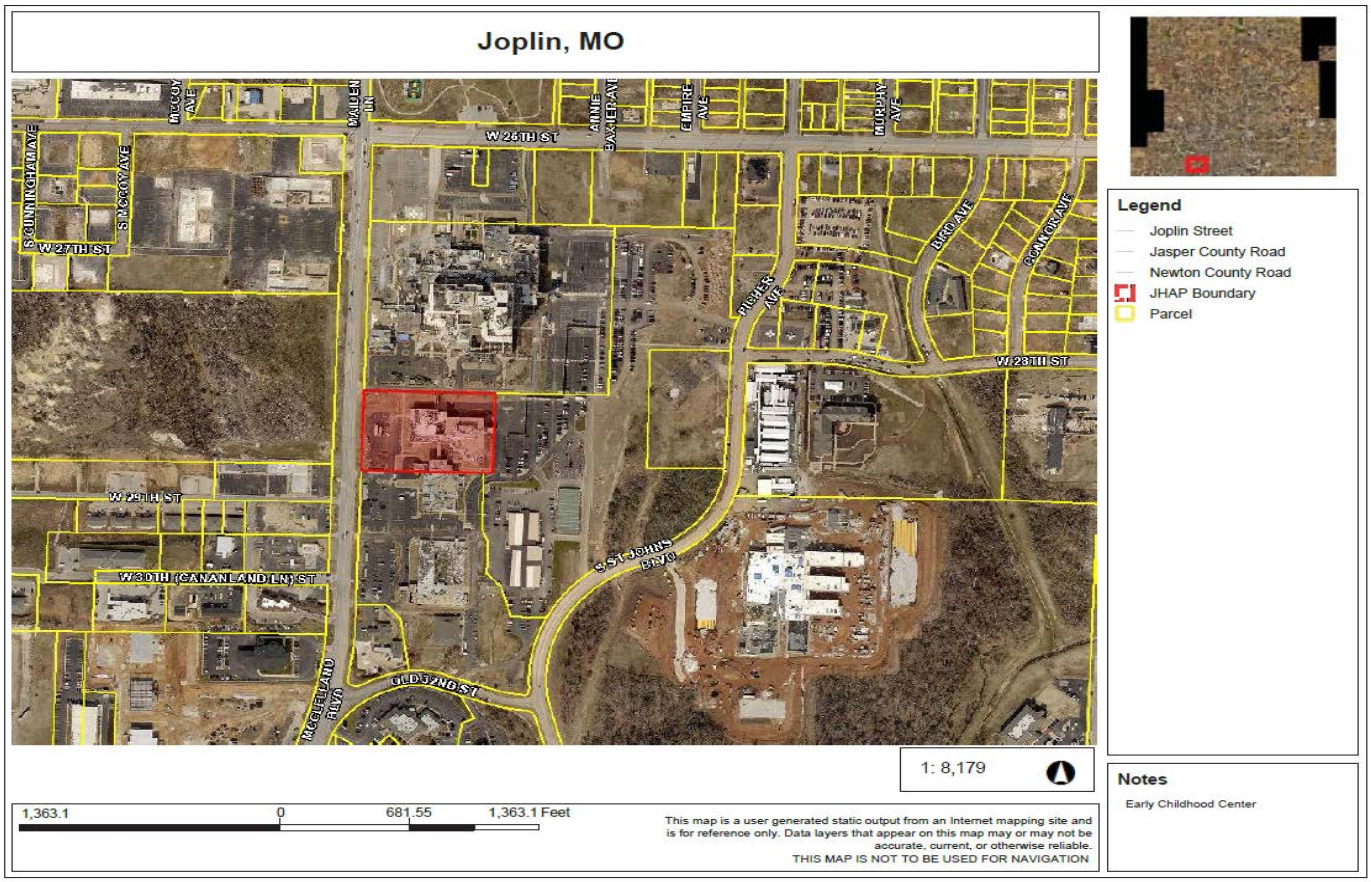
Does the Activity Involve Asset Procurement? ___ Yes ___ No

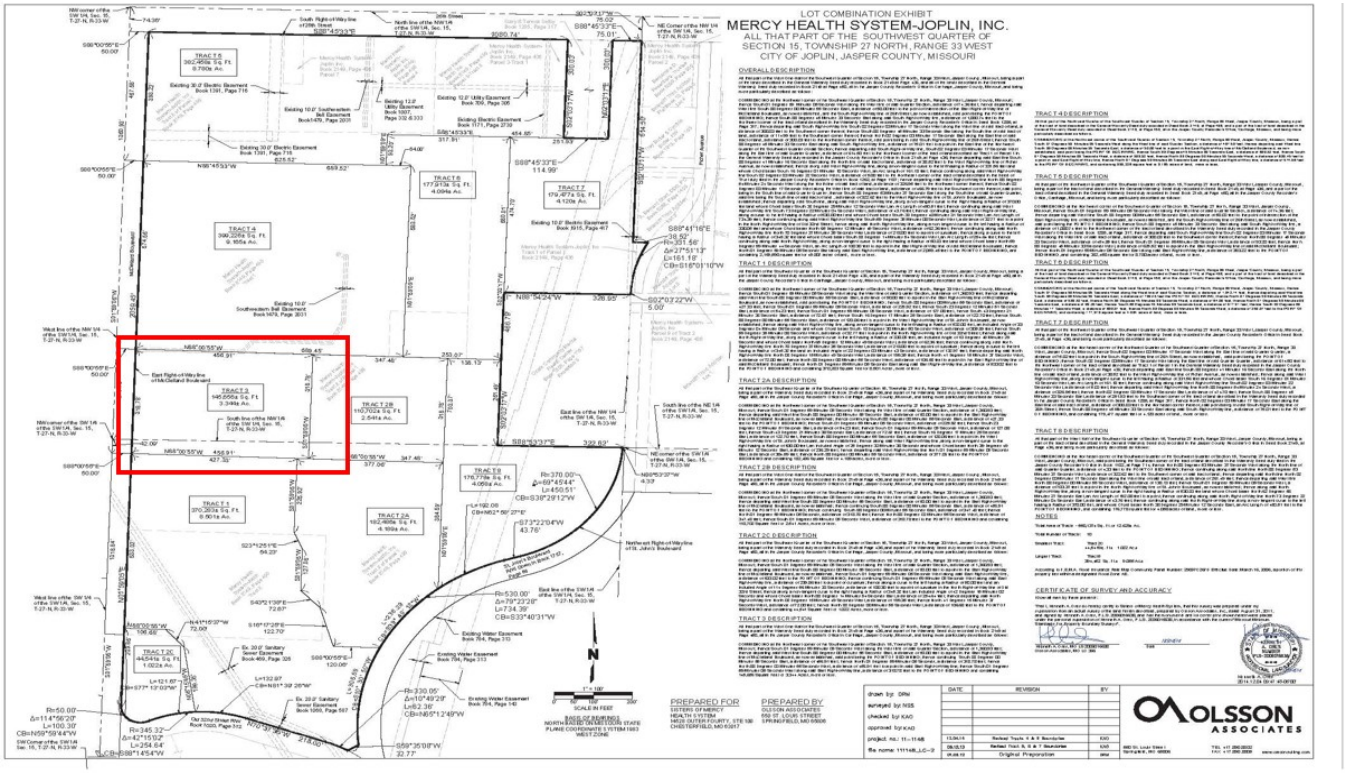
If Yes, Include the following:

___ Procurement Threshold Chart

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

Appendix D


Joplin, MO
W 26TH ST
W 27TH ST
W 28TH ST
W 29TH ST
W 30TH (CANANLAND LN) ST
OLD 32ND ST
S ST JOHNS BLVD
MCCLELLAND BLVD
MAIDEN LN
ANNIE BAKER AVE
EMPIRE AVE
MURPHY AVE
PIONEER AVE
IRED AVE
CONN CIR AVE
S QUINTINCHAM AVE
S MCCOY AVE
MCCOY AVE
Legend
Joplin Street
Jasper County Road
Newton County Road
JHAP Boundary
Parcel
1: 8,179
1,363.1
0
681.55
1,363.1 Feet
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION
Notes
Early Childhood Center


LOT COMBINATION EXHIBIT
MERCY HEALTH SYSTEM-JOPLIN, INC.
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 33 WEST CITY OF JOPLIN, JASPER COUNTY, MISSOURI
OLSSON ASSOCIATES

Appendix E

Total Capital Budget:

Total Revenue Budget:

CDBG revenues		
State of Missouri (proposed)	$5,000,000	
City of Joplin (proposed)	$5,000,000	
Total Revenues		**$10,000,000**

Total Expenditures Budget:

Building construction (includes construction, professional services, and contingency)	$9,650,000	
Grant administration services:		
*City of Joplin - Grant Administration, Activity Delivery	$250,000	
● City of Joplin - Joplin Schools Project Management	$50,000	
● State of Missouri - Joplin Schools Project Management	$50,000	
Land - donated by Mercy	$0	
Total Expenditures		**$10,000,000**

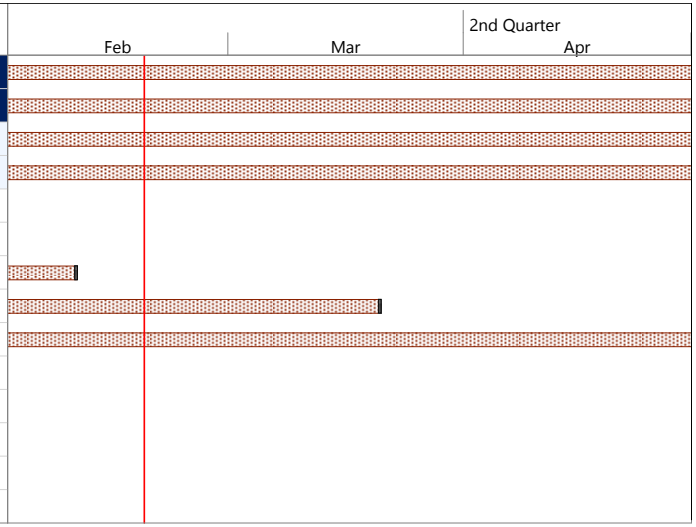
Joplin Schools will contribute up to $125,000 FF&E for classrooms. Purchases will be based on need. Early Childhood, through sustained revenues, will reimburse the district's effort for upfront FF&E purchases.

*City of Joplin Grant Administration costs are for the following activities:

- All Activities related to the Environmental Assessment
- Project Coordination
- Technical Assistance (compliance oversight and monitoring)

Early Childhood Center Project Schedule

ID	Task Name	Duration	Start	Finish	Actual Start	Actual Finish
1	**Round I Projects**	**1912 days**	**Mon 7/2/12**	**Thu 12/5/19**	**Mon 7/2/12**	**NA**
356	**Round II Projects**	**1401 days?**	**Thu 1/16/14**	**Wed 7/3/19**	**Thu 1/16/14**	**NA**
397	**Subrecipient Projects**	**961 days**	**Sat 6/13/15**	**Wed 3/20/19**	**Sat 6/13/15**	**NA**
550	**Early Childhood Center**	**920 days**	**Tue 8/11/15**	**Wed 3/20/19**	**Tue 8/11/15**	**NA**
551	Project Start	1 day	Fri 10/2/15	Fri 10/2/15	Fri 10/2/15	Fri 10/2/15
552	**Action Plan Amendment**	**60 days**	**Mon 10/12/15**	**Mon 1/11/16**	**Mon 10/12/15**	**NA**
559	**Tier I Environmental Assessment**	**125 days**	**Tue 8/11/15**	**Tue 2/9/16**	**Tue 8/11/15**	**NA**
570	**Subrecipient Agreement**	**79 days**	**Mon 11/23/15**	**Mon 3/21/16**	**Mon 11/23/15**	**NA**
578	**Design Procurement**	**91 days**	**Wed 12/23/15**	**Tue 5/3/16**	**Wed 12/23/15**	**NA**
588	**Design**	**160 days**	**Tue 5/3/16**	**Fri 12/16/16**	**NA**	**NA**
601	**Tier II Environmental Assessment**	**65.25 days**	**Thu 8/18/16**	**Fri 11/18/16**	**NA**	**NA**
608	**Construction Procurement**	**120 days**	**Fri 10/14/16**	**Fri 3/31/17**	**NA**	**NA**
618	**Construction**	**430 days**	**Mon 4/17/17**	**Thu 12/20/18**	**NA**	**NA**
620	Project Closeout	60 days	Fri 12/21/18	Wed 3/20/19	NA	NA



DRAFT as-of 2.19.2016

This schedule will be updated monthly throughout the duration of the project. Sub-Recipient ultimately agrees to adhere to the 2 year funding timeline of each Grantee (City of Joplin and the State of Missouri).

Appendix F

Jeremiah W. (Jay) Nixon
Governor

MISSOURI
Department of Economic Development

Mike Downing, CEcD
Director

February 12, 2016

Dr. Norm Ridder
Superintendent
Joplin Public Schools
PO Box 128
Joplin MO 64802-0128

Dear Dr. Ridder:

I am pleased to inform you that your application for funding has been approved by the Community Development Block Grant Program in the amount of $5,000,000. This grant will assist in the construction of an early childhood education facility as part of the recovery efforts from the 2011 tornado.

We are looking forward to initiating the start of your project and providing the necessary assistance toward its successful completion. We wish you continued success toward improving and enhancing your community.

If you have any questions, please contact Andy Papen, CDBG Manager, at (573) 751-3600.

Sincerely,

Mike Downing, CEcD
Director

301 W. High St. • P.O. Box 1157 • Jefferson City, MO 65102-1157
www.ded.mo.gov • (573) 751-4962 • Fax (573) 526-7700

Appendix G (to be provided by Joplin Schools)

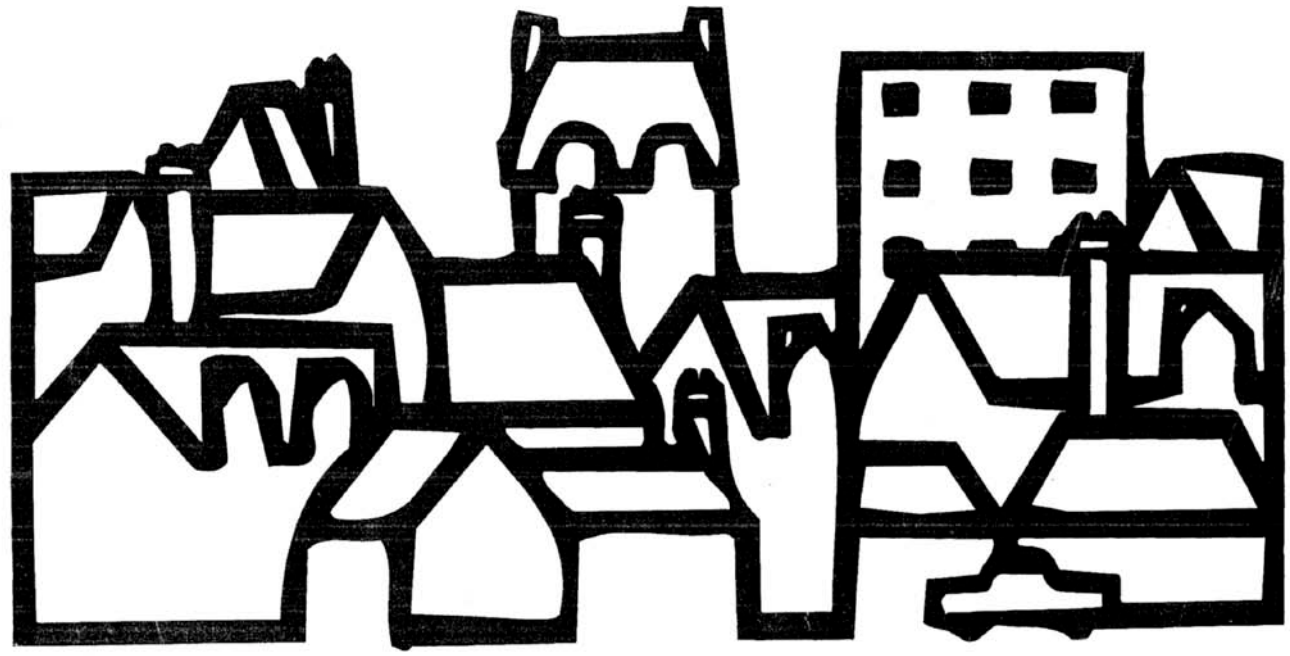
Appendix H

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Community Planning and Development Community Development Block Grant Program

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

March 2005



HUD-2005-05-CPD http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

Playing by the Rules

A Handbook for CDBG Sub-recipients on Administrative Systems

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

Updated Reprint
March 2005

Periodically check the website below for updates to the Handbook https://www.hudexchange.info/resource/687/playing-by-the-rules-a-handbook-for-cdbg-subrecipients-on-administrative-systems/

TABLE OF CONTENTS

CONTENTS **PAGE**

PROLOGUE: A MESSAGE TO CDBG SUBRECIPIENTS vi

1.1 INTRODUCTION 1–1

1.2 How to Use This Handbook 1–2

1.3 Summary of Principal Regulations Governing CDBG Administrative Systems 1–3

2.1 FINANCIAL MANAGEMENT 2–1

2.2 Overview 2–4
2.3 Internal Controls 2–4
2.4 Accounting Records 2–6
2.5 Allowable Costs 2–8
2.6 Source Documentation 2–11
2.7 Budget Controls 2–13
2.8 Cash Management 2–13
2.9 Financial Reporting 2–16

2.10 Other Miscellaneous Requirements for Subrecipient Financial Management Systems 2–17

Exercise for Chapter 2.0 — Financial Management 2–19

3.1 PROCUREMENT AND CONTRACTING 3–1

3.2 General Procurement Provisions 3–3
3.3 Permitted Approaches to Procurement 3–6
3.4 Bonding 3–9

3.5 Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses 3–10

Exercise for Chapter 3.0 — Procurement and Contracting 3–11

4.1 PROPERTY MANAGEMENT AND DISPOSITION 4–1

4.2 Overview 4–4
4.3 Real Property 4–4
4.4 Personal Property — Equipment 4–5
4.5 Personal Property — Supplies 4–8
4.6 Personal Property — Copyrights 4–8

Exercise for Chapter 4.0 — Property Management and Disposition 4–9

5.1 RECORD-KEEPING AND REPORTING REQUIREMENTS 5–1

5.2 General Record-Keeping Requirements 5–3
5.3 File Organization and Maintenance 5–5
5.4 Retention of Records 5–7
5.5 Access to Records 5–7
5.6 Reporting Requirements 5–7

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements 5–14

6.1 OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS 6–1

6.2 Program Income 6–3
6.3 Programmatic and Budget Changes 6–4
6.4 Civil Rights and Fair Housing; Employment and Contracting Opportunities 6–5
6.5 Labor Standards 6–8
6.6 Environment Requirements 6–8
6.7 Historic Preservation 6–9
6.8 National Flood Insurance Program 6–9
6.9 Floodplain Management 6–9
6.10 Relocation, Real Property Acquisition, and One-for-One Housing Replacement 6–10
6.11 Lead-Based Paint 6–10
6.12 Political Activity 6–13
6.13 Conflict of Interest 6–13
6.14 Program Monitoring 6–14
6.15 Suspension and Termination 6–14

Exercise for Chapter 6.0 — Other Administrative and Program Requirements 6–15

7.1 AUDITS 7–1

7.2 General Audit Requirements 7–3
7.3 Internal Control and Compliance Review 7–4
7.4 Audit Reports 7–4
7.5 Auditor Selection/Procurement 7–5
7.6 Audit Costs 7–6
7.7 Audit Review and Resolution 7–6

Exercise for Chapter 7.0 — Audits 7–9

8.1 CLOSEOUT 8–1

8.2 Overview 8–3
8.3 Closeout Procedures 8–3
8.4 Cost and Cash Adjustments 8–4
8.5 Continuing Subrecipient Responsibilities 8–5

Exercise for Chapter 8.0 — Closeout 8–6

EXHIBITS: 1-1 Regulatory Framework for CDBG Entitlement Program 1–7
4-1 Rules for Property Management and Disposition 4–2
5-1 Record-Keeping Checklist for Tracking Activities 5–11

PROLOGUE: A MESSAGE TO CDBG SUBRECIPIENTS

As Community Development Block Grant (CDBG) subrecipients, you are an indispensable part of the CDBG Entitlement program. You provide grantees and the U.S. Department of Housing and Urban Development (HUD) with assurance that the diverse communities, groups, and individuals whom the CDBG program is intended to serve are in fact reached by the program. Your participation provides:

- Access to, and knowledge of, the specific neighborhoods and beneficiaries served by the program.
- Technical and managerial capabilities that might not otherwise be available to grantees.
- A mechanism for assuring citizen participation by involving the intended beneficiaries in the design and delivery of those services.

Without your continued involvement and support, the CDBG program could not address the broad range of needs in our communities. Whether you are a governmental agency, a non-profit organization, or a for-profit entity, HUD and the more than 1,000 CDBG Entitlement grantees count on you to make sure that needed services are delivered in a cost-effective way. This is not an easy task. Despite numerous accomplishments in program delivery, many of you have encountered administrative problems in achieving your mission; hence, the motive for this handbook.

Common Subrecipient Problems

The majority of difficulties experienced by subrecipients lay in the area of financial management, administrative systems, documentation, and record keeping. Many of these problems are attributed to:

- Limited experience in dealing with Federally-funded programs.
- Lack of adequate staffing or financial resources available on a consistent basis.
- Limited understanding about how to meet the complex administrative requirements that must be satisfied in using Federal funds for CDBG activities.
- Limited oversight, communication, or management support from grantees.

Subrecipient Responsibilities

You and your grantees share joint responsibility for carrying out permitted activities in conformance with applicable Federal requirements. Grantees and subrecipients are partners. Both partners must accept the fact that there is no such thing as a "free lunch." In return for Federal funding, grantees and subrecipients agree to comply with the laws and regulations governing the use of those funds. A central principle is that most of the Federal requirements imposed on the grantee are passed along to you, the subrecipient. As more experienced subrecipients can attest, the more you know about the rules, the more efficient you can be in designing and conducting your activities. Playing by the rules does not detract from your performance; it enhances it (and enables you to continue receiving funds).

Regulatory compliance and performance go hand-in-hand. Performance measurement is an effective management technique that enables grantees to analyze the benefits of their investments. It is a mechanism that tracks the progression of projects and evaluates their overall program effectiveness. The CDBG program requires that each grantee submit a performance and evaluation report concerning the use of CDBG funds, together with an assessment of the relationship of the use of funds to the objectives identified in the grantee's Consolidated Plan.
Subrecipients should also establish goals and measure their performance in a manner consistent with the grantee's performance measurement system.

In using Federal funds the cardinal rule is: **documentation.** The achievement of program goals and the completion of activities must be supported by adequate documentation of the facts. If your activities, personnel, procedures, expenditures, and results are not documented properly, from the Federal Government's perspective, you have not done your job, *regardless of your accomplishments.* Appropriate records are the lifeblood of all successful CDBG agencies.

Finally, successful CDBG programs depend upon the commitment of grantees and subrecipients to **effective management practices**. These include: (1) supporting cooperative, problem-solving relationships among HUD, grantees, and subrecipients; (2) working toward continuous improvement in regulatory compliance and timely program performance; (3) maintaining open and frequent communications among all participants; and (4) focusing on preventing problems first, rather than curing them later. Such a commitment to effective management will assure that the "minimum requirements" specified in the handbook and the training do not become "maximums" for either grantees or subrecipients.

This handbook is designed to help you understand the administrative requirements that apply to the use of Federal funds for the delivery of CDBG programs and activities. Not surprisingly, you will find the bulk of these requirements reflect common sense and good business practices, like balancing your checkbook or shopping for the lowest price. We hope that what you learn from this handbook about meeting CDBG administrative requirements will save you from major headaches later on.

You will also recognize that most of the standards presented in this handbook represent the ***minimum requirements*** prescribed by Federal regulations, not ***optimum*** or ***maximum.*** Therefore, we hope your agency will resist the temptation to allow these standards to become "maximums" for its activities, but rather, will seek to use these regulations as a path to optimum performance and full achievement of all your goals.

This handbook had not been updated since its first printing in 1993. The changes currently being made reflect the incorporation of OMB Circulars A-102 and A-110 into the HUD Common Rule at 24 Code of Federal Regulations (CFR) Parts 84 and 85, as well as changes to the CDBG regulations that were made between 1993 and 2003.

Experience has shown that activities undertaken by subrecipients are potentially high risk. Many subrecipients have excellent intentions but use volunteers or inexperienced staff who don't know Federal requirements. In our efforts to promote timely expenditure of CDBG funds, we also found that delays in subrecipient activities were a cause for grantee failure to comply with the timeliness requirements at 24 CFR 570.902.

Over 10 years have passed since CPD first issued the three related publications dealing with subrecipients. This material is now being updated because in the intervening years, some administrative requirements have changed, grantees and subrecipients have experienced staff turnover, and new subrecipients are participating in the program. It is again time to focus grantees' attention on their responsibilities for subrecipient oversight and to encourage entitlement communities to take a fresh look at their internal processes for subrecipient selection, training, management, and monitoring.

This is an opportunity for grantees to distribute copies of Playing by the Rules to all their subrecipient organizations and to conduct training for both grantee and subrecipient staff, using the newly issued Training CDBG Subrecipients in Administrative Systems as a guide. Because both these publications are available from the HUD Web site*, it has been made easier for grantees to distribute materials and to conduct this training. In addition to promoting program compliance, the sound management practices advocated in these publications can also serve to facilitate the development of performance measures for project implementation. Such actions will result in improved delivery of CDBG programs to the intended program beneficiaries, the low- and moderate-income residents of the community.

*http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

CHAPTER 1.0: INTRODUCTION

The purpose of this handbook is to provide subrecipients of CDBG Entitlement funds with an explanation of the basic administrative requirements of the CDBG program. A **"subrecipient"** is a public agency, a private non-profit organization, in some circumstances a Community-Based Development Organization (CBDO), or perhaps even a for-profit entity that has been provided CDBG funds by the local "grantee" (the city or county) to carry out agreed upon activities that are eligible under the Federal regulations. While you may not technically meet the CDBG definition of a "subrecipient," your grantee may want to treat you like one to achieve its own objectives. In the administration of its CDBG funds, each subrecipient must meet the administrative requirements covered in this handbook.

The CDBG Entitlement program for metropolitan cities and urban counties is a "block grant" program. Through the block grant approach, the Federal Government offers localities a great deal of flexibility in the way they may use their funds, and in the activities they support, either directly or through subrecipients.

Since the start of the CDBG program over 30 years ago, HUD has issued numerous rules and regulations governing the program to ensure that the intent and requirements of the law are fulfilled, and that the opportunities for fraud, waste, mismanagement, and abuse of program resources are minimized. Although the regulations cover administrative and program requirements for both grantees and subrecipients, **this handbook is primarily concerned with:**

- The regulations that apply to internal management and financial systems of subrecipients; and

- Subrecipients' responsibilities to document and report their CDBG-funded activities.

The administrative systems that are the subject of this handbook are ***critical*** to a subrecipient's ability to comply with CDBG program requirements. For example, a non-profit organization may indeed be providing highly effective public services to its low-income clientele; but it is only through its record-keeping and financial systems that the subrecipient will be able to justify its use of CDBG funds by showing that the activities were both eligible and consistent with its Subrecipient Agreement with the grantee, and that its expenses were appropriate and allowable under the program guidelines.

For those subrecipient organizations having little prior experience with Federal grant programs, the complexity of regulations that mandate specific procedures ("means") for achieving program objectives ("ends") can be daunting. The emphasis on specific procedures and extensive record keeping may appear on the surface to be bureaucratic red tape. However, many of the required systems and procedures are based on widely-accepted standards for good business practices that

are extensively observed in the private sector. They are also designed to help ensure that every entity administering CDBG funds has basic management controls and financial safeguards in place to reduce the likelihood of mismanagement in the use of public funds. With the oversight and analytic capacity that these systems provide, many program managers find they are able to adjust their operations continuously and improve their performance on a regular basis.

1.1 How to Use This Handbook

This Handbook is organized into chapters corresponding to particular components of a subrecipient's administrative operations:

- Financial Management (Chapter 2.0).
- Procurement and Contracting (Chapter 3.0).
- Property Management and Disposition (Chapter 4.0).
- Record-Keeping and Reporting Requirements (Chapter 5.0).
- Other Administrative and Program Requirements (Chapter 6.0).
- Audits (Chapter 7.0).
- Closeout (Chapter 8.0).

Each chapter begins with a brief explanation of the underlying management principles that apply to that facet of program administration, followed by the basic standards that must be met as specified in the applicable regulations or circulars.

It is important to note that sometimes differences exist in the specific requirements for governmental versus nongovernmental subrecipients. In such cases, the set of requirements that is generally more stringent or detailed is described first and then any exceptions to such rules are discussed. For example, the rules for procurement spelled out in Parts 84 and 85 of Title 24 of the Code of Federal Regulations (CFR) for nongovernmental and governmental subrecipients, respectively, distinguish how the rules differ depending on the type of subrecipient. Therefore, the chapter on procurement first outlines the requirements of 24 CFR Part 85 for governmental subrecipients and then discusses how those in Part 84 for nongovernmental subrecipients differ.

To the extent feasible, performance standards have been listed in order from the most basic requirements to the most specialized. This has been done to facilitate use of the handbook as a

checklist for building administrative systems "from the ground up," and/or for reviewing existing systems for their adequacy in meeting the standards.

Subrecipients (and grantees) are cautioned to use this handbook as a supplement to, not a replacement for, the applicable regulations. It is assumed that the reader has access to, or copies of, the basic regulations identified in Section 1.2, which follows. Over time, use of the handbook as a reference tool should help the recipient de-mystify the regulations and become more familiar with the requirements of the CDBG program. This knowledge, in turn, should assist the subrecipient avoid the pitfalls (and penalties) of noncompliance.

Readers of this handbook may notice some duplication from chapter to chapter. This reflects the overlap that occasionally occurs in the regulations themselves and was retained in the text to minimize the amount of cross-referencing.

1.2 Summary of Principal Regulations Governing CDBG Administrative Systems

The key regulations that form the basic administrative requirements of the CDBG Entitlement program are summarized here to acquaint the reader with the various sources for the following standards described throughout the remainder of this handbook. At the end of this chapter, Exhibit 1–1 describes the regulatory framework for the CDBG program. Regulations are developed in response to, or in fulfillment of, Federal statutes that govern the CDBG Entitlement program, both those specific to the CDBG program and those addressing other Federal laws or policies that apply to the CDBG program (e.g., National Environmental Policy Act, Americans with Disabilities Act, Davis-Bacon Act).

The basic program regulations governing management and financial systems for the CDBG program are contained in ***24 CFR Part 570, Subparts J and K.*** They are applicable both to grantees and subrecipients in the public and private sectors:

a) ***Subpart J (24 CFR 570.500–570.513)*** addresses general responsibilities for grant administration, including the applicability of uniform administrative requirements, provisions of Subrecipient Agreements, program income, use of real property, record keeping and reporting, and closeout procedures.

b) ***Subpart K (24 CFR 570.600–570.613)*** deals with **other program requirements** of the CDBG program, including civil rights; labor standards; environmental standards; flood insurance; relocation; displacement; acquisition; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors; uniform administrative requirements and cost principles; and conflicts of interest.

In addition to the basic regulations of the CDBG program contained in 24 CFR Part 570, there are three other categories of requirements that affect the administrative systems and procedures subrecipients must have in place to receive support:

- Federal regulations governing administrative and audit requirements for grants and cooperative agreements (governmental subrecipients) for which HUD has oversight responsibilities.

- Administrative circulars from the Office of Management and Budget (OMB) and Department of the Treasury governing cost principles, administrative systems, fiscal procedures, and audit requirements for grantees and subrecipients.

- Executive Orders from the Office of the President implementing various equal employment opportunity and environmental policies.

The applicability of these administrative requirements depends upon the public or private status of the organization receiving funds. **For subrecipients that are private*, non-profit organizations,*[1] the key regulations defining administrative requirements are:**

24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"[2]**:** These regulations implement OMB Circular A-110 and specify standards relative to cash depositories, bonding and insurance, retention and custodial requirements for records, financial management systems, monitoring and reporting on performance, property management, and procurement.

[1] For-profit entities organized pursuant to Section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)) and for-profit local development corporations (LDCs) may also qualify as CBDOs under the requirements of 24 CFR 570.204 and thus serve in the role of a subrecipient under the CDBG program if so designated by the grantee. The CDBG regulations pertaining to non-profit organizations apply to such for-profit entities.

[2] Not all the requirements of 24 CFR Parts 84 and 85 are applicable to CDBG subrecipients; 24 CFR 570.502(a) and (b) specify the sections and paragraphs of the Common Rule that apply to CDBG recipients and subrecipients.

OMB Circular A-122 "Cost Principles for Non-profit Organizations": A publication of OMB, this document establishes principles for determining costs that are allowed to be charged to Federal grants, contracts, and other agreements with non-profit organizations (except educational institutions). The principles are designed to ensure that the Federal Government will bear its fair share of costs except where restricted or prohibited by law.

OR,

OMB Circular A-21 "Cost Principles for Educational Institutions": This document covers much of the same subject matter as OMB Circular A-122, only it is aimed at educational institutions (public and private).

AND,

OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations": This circular defines audit requirements for both governments and non-profits receiving Federal funds. The document addresses mandated frequency and scope of audits, allowability of audit costs, and the process of auditor selection.

For "governmental subrecipients" ***(a public agency that is independent of the grantee government, such as a public housing authority, parks commission, or a jurisdiction cooperating with an urban county CDBG grantee[3]), the key administrative requirements*** **are:**

24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally-recognized Indian Tribal Governments" (also known as "the Common Rule")[2]**:** For governmental entities and public agencies, Part 85 of Title 24 of the CFR details standards for financial management systems, payment, allowable costs, property management, procurement, monitoring and reporting program performance, financial reporting, record retention, and termination.[3]

OMB CircularA-87 "Cost Principles for State and Local Governments": For governmental entities receiving CDBG or other Federal funds, this document is the equivalent of OMB Circular A-122. The circular establishes the principles for determining the allowable costs of programs administered by public entities under grants or contracts from the Federal Government. The principles are designed to provide the basis for a uniform approach to determining costs and to promote efficiency.

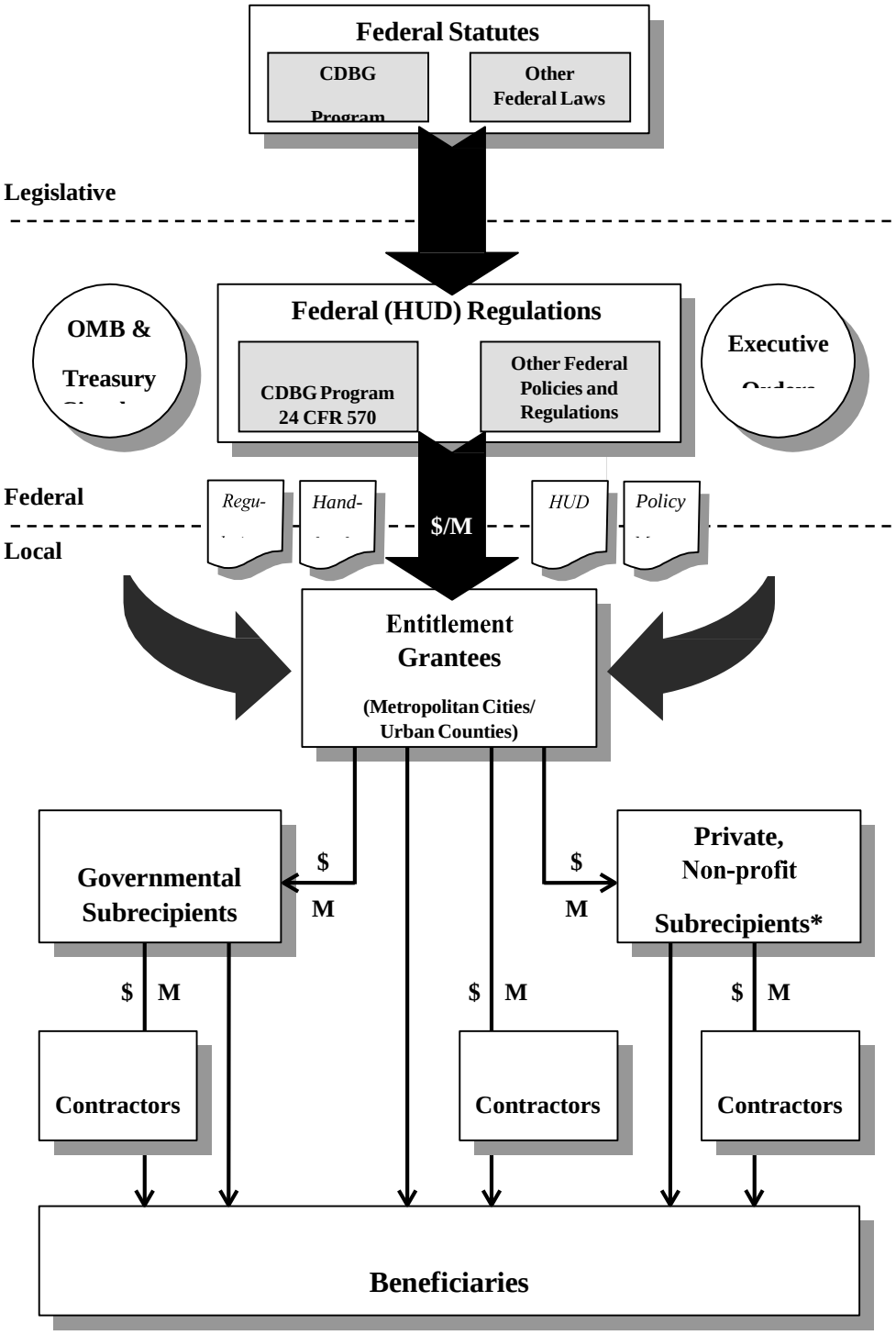
[3] Under the CDBG program, participating units under an urban county are considered to be part of the grantee; however, the grantee is responsible for applying the same requirements to these participating jurisdictions as are applicable to subrecipients.

OMB-133 "Audits of State, Local Governments and Non-profit Organizations":

For state and local governments which receive Federal aid, this document describes audit requirements, including frequency and scope of audit, audit standards, and auditor selection procedures.

The above referenced sections of Title 24 regulations and OMB circulars may be accessed at the HUD Web site at http://www.hudclips.org/cgi/index.cgi.

Exhibit 1–1: Regulatory Framework for CDBG Entitlement Program



$=Funds provided. M=Monitoring required. *Includes §204(c)(2) for-profit CBDOs.

CHAPTER 2.0: FINANCIAL MANAGEMENT

When subrecipients first begin providing services under the CDBG program and drawing down funds, few have financial systems in place that meet all pertinent Federal requirements. For many of you, putting together a financial system both that serves your needs and meets Federal requirements may have been a matter of trial and error. This kind of "ad hoc" approach is dangerous, however, because you may not find out about the inadequacies of your system until it is too late, such as when you run into a major problem with an overspent budget or a serious audit finding.

This chapter provides you with a summary of the required elements of financial systems for managing Federal funds. Before you plunge into the details of the Federal requirements, you may want to ask yourself the following eight sets of questions to find out if there are *particular* areas where you may need help.

1) Internal controls: Does your agency have a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents? Does your agency have written accounting procedures for approving and recording transactions? Are financial records periodically compared to actual assets and liabilities to check for completeness and accuracy?

2) Accounting records: Does your agency maintain an adequate financial accounting system, the basic elements of which should include: (a) a chart of accounts, (b) a general ledger, (c) a cash receipts journal, (d) a cash disbursements journal, (e) a payroll journal, (f) payable and receivable ledgers, and (g) job cost journals (if involved in construction)? Does your accounting system provide reliable, complete, and up-to-date information about sources and uses of all funds? Are "trial balances" performed on a regular basis (at least quarterly)?

3) Allowable costs: Does your agency have a clearly defined set of standards and procedures for determining the reasonableness, allowability, and allocability of costs incurred that's consistent with the basic Federal rules (OMB Circulars A-87 or A-122)? Does your agency know which specific types of expenditures are prohibited under the CDBG program? Does your agency have an approved indirect cost allocation plan?

4) Source documentation: Does your agency maintain up-to-date files of original source documentation (receipts, invoices, canceled checks, etc.) for all of your financial transactions, including those involving obligations incurred and the use of CDBG program income?

5) Budget controls: Does your agency maintain an up-to-date (approved) budget for all funded activities, and perform a comparison of that budget with actual expenditures for each budget category? Does your agency regularly compare progress toward the achievement of goals with the rate of expenditure of program funds?

6) Cash management: Does your agency have a regular procedure for accurately projecting the cash needs of the organization that will serve to minimize the time between the receipt of funds from the grantee and their actual disbursement? Can your agency ensure that all CDBG program income is used for permitted activities, and that such program income is used before further drawdowns are made from the grantee for the same activity?

7) Financial reporting: Is your agency able to provide accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of the grantee and HUD?

8) Audits: When was your last Independent Public Accountant (IPA) audit and what were the results? Does your agency have a copy of the management letter?

If your answer is "yes" to all of these questions, then your agency has established a laudable degree of control over its financial affairs. If you were not able to give an affirmative answer to all of the questions in the preceding section, then this chapter will help you to understand the minimum Federal requirements for financial management and to identify where your systems need strengthening. Once these areas have been identified, you can work with your financial staff, your auditor and/or your grantee to develop the systems and expertise you need to gain control of your agency's financial affairs and meet the Federal requirements.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Checking your systems against the standards described here.

2. Reviewing the capabilities of your current bookkeeping or accounting staff to fulfill their responsibilities under these requirements, and listing the areas where they may need support.

3. Talking to your present accountant/auditor to find out if he or she has fully evaluated the adequacy of your systems and is familiar with the requirements outlined here.

4. Getting the names of people to contact in your grantee's agency (e.g., city or county Community Development agency) who can answer questions and help you strengthen your systems.

2.1 Overview

The requirements for financial management systems and reporting are found in **24 CFR Part 85.20 for governmental subrecipients**[1] and in **24 CFR Part 84.21-28 as amended by 570.502**, for non-profit subrecipients. The purpose of these requirements is to ensure that a subrecipient receiving Federal funds has a financial management system sufficient to:

a) Provide effective control over and accountability for all funds, property, and other assets.

b) Identify the source and application of funds for Federally-sponsored activities, including verification of the "reasonableness, allowability, and allocability" of costs and verification that the funds have not been used in violation of any of the restrictions or prohibitions that apply to this Federal assistance.

c) Permit the accurate, complete, and timely disclosure of financial results in accordance with the reporting requirements of the grantee or HUD.

d) Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

The Federal regulations provide specific requirements in connection with the eight areas previously identified in this chapter, namely, internal controls, accounting records, allowable costs, source documentation, budget controls, cash management, financial reporting, and audits. The first seven areas are discussed in Sections 2.2 to 2.8. Auditing standards are described separately in Chapter 7.0.

2.2 Internal Controls (see 24 CFR 85.20(b)(3) and 84.21(a)(3))

The soundness of any organization's financial management structure is determined by its system of internal controls. **"Internal controls" consist of a combination of procedures, specified job responsibilities, qualified personnel, and records that together create accountability in an organization's financial system and safeguard its cash, property, and other assets.** Through its system of internal controls, an agency's management can ensure that:

- Resources are used for authorized purposes and in a manner consistent with applicable laws, regulations, and policies.

[1] Paragraph (a) of 24 CFR 85.20, however, does not apply to subrecipients, but only to states that are recipients of Federal funds. (Per 570.502(a)(4)).

- These resources are protected against waste, mismanagement, or loss.

- Reliable information on the source, amount, and use of resources are secured, up-to-date, and recorded.

Accordingly, some of the basic elements that a subrecipient should consider in developing its system of internal control include:

- An ***organizational chart*** setting forth the actual lines of responsibility of individuals involved in approving or recording financial transactions.

- ***Written definition of the duties*** of key employees.

- ***A formal system of authorization and supervision*** sufficient to provide accounting control over assets, liabilities, receipts, and expenditures. This should include:

    - Maintenance of a policy manual specifying approval authority for financial transactions and guidelines for controlling expenditures.

    - Written procedures for the recording of transactions as well as an accounting manual and a chart of accounts (see Accounting Records, in the following section).

  The system of authorizations should provide a way for management to ensure supervisory approval of transactions and documentation of these transactions for accounting purposes. A system of authorizations can be general, as in a procedures manual that explains how accounting functions are to be performed, or very specific, as in identifying who has the authority to sign a contract on behalf of the organization or to sell a piece of equipment.

- Adequate ***separation of duties,*** so no one individual has authority over an entire financial transaction. Separation of duties specifically involves the separation of three types of functional responsibilities: (a) authorization to execute a transaction, (b) recording of the transaction, and (c) custody of the assets involved in the transaction. No one person should have control of more than one of these functional responsibilities.[2]

[2] It is often beneficial to have different individuals or even different departments handle the various steps in the processing of transactions. First, separation of functional responsibility results in cross-checking by the individuals involved, increasing the likelihood that errors will be discovered and corrected. Second, fraud is more difficult to carry out if it requires the collusion of two persons or more. In organizations with very limited staff, however, it may

- Hiring policies to ensure that ***staff qualifications*** are commensurate with job responsibilities.

- ***Control over access to assets, blank forms, and confidential documents.*** Physical access to records, blank forms, cash, and other assets should be limited to authorized personnel only. For example, access to accounting records should be limited to only those individuals having record-keeping or supervisory responsibility for them.

- Periodic ***comparisons of financial records to actual assets and liabilities (reconciliation),*** with corrective action taken in response to any discrepancies. As with separation of duties, this is a crucial exercise to uncover and correct inadvertent record-keeping errors in a timely manner. It is also essential for identifying potential weaknesses in an organization's system for safeguarding resources as well as possible instances of fraud or misuse of assets.

2.3 Accounting Records (see 24 CFR 85.20(b)(2) and 84.21)

Subrecipients are required to have ***accounting records that adequately identify the source and application of CDBG funds*** provided to them. To meet this requirement, a subrecipient's accounting system should include at least the following elements:

- ***A chart of accounts.*** This is a list of names and the numbering system for the individual accounts that contains the basic information about particular classifications of financial transactions for the organization. Accounts are created and, in turn, used to summarize the financial transaction data, according to some common characteristics. For example, a typical chart of accounts might have separate account categories for describing assets (cash in a checking account, accounts receivable, prepaid insurance, etc.); liabilities (loans, accounts payable, obligated funds, etc.); revenue (drawdowns from CDBG awards, cash contributions, proceeds from sales, other program income, etc.); and expenses (rent, wages, heat, telephone, etc.).

- ***A cash receipts journal.***[3] This journal documents chronologically when funds were received, in what amounts, and from what sources.

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be difficult to achieve optimal separation of duties. In such instances, the most critical functional areas are separation between custody for cash, record keeping for cash, and control of assets easily converted to cash.

[3] A journal is a chronological record of transactions showing the charges to be recorded as a result of each transaction. Every transaction is initially recorded in a journal. Therefore, a journal is called a record or book of original entry. Each entry in the journal states the names of the individual accounts to be debited and credited, the dollar amount of each debit and credit, the date of the transaction, and any other necessary explanation of the transaction. The act of entering a transaction in a journal is called "journalizing." Information for a journal entry can originate from a variety of sources, such as checks issued or received, invoices, cash register tapes, and time sheets.

A cash disbursements journal. This journal documents chronologically the expenditures of the organization (e.g., when the expense was incurred, how much was spent, to whom funds were paid, and for what purpose).

- ***A payroll journal.*** This journal documents the organization's expenses on salaries and benefits and distinguishes different categories for regulatory purposes.

- ***A general ledger.*** After a transaction is entered in a journal, that information also should be transferred to the proper accounts contained in the general ledger. The general ledger summarizes chronologically the activity and financial status of all the accounts of an organization. The process of transferring transaction information from a journal to a ledger is known as "posting." The entries in the journal and ledger should be cross-indexed to permit the tracing of any recorded transaction (i.e., an "audit trail").

  Periodically, a "trial balance" is performed, to test the mathematical accuracy of the ledger and to prepare a statement of the financial position of an organization as of a particular date.

Sources and Uses of Funds

For the CDBG program, these ***accounting records must contain reliable and up-to-date information*** about the sources and uses of funds, including:

- Federal **grant awards** (or subgrant allocations) received by the organization.

- **Current authorizations and obligations** of CDBG funds.

- **Unobligated balances** (funds remaining available for distribution).

- **Assets and liabilities.**

- **Program income**.

- Actual **outlays or expenditures,** with further breakdowns by:

- The grant program from which the funds are derived. [4]

- The "eligible activity" classifications specified in 24 CFR 570.201–570.206 (housing rehabilitation, economic development, public facilities, public services, etc.) or similar classifications which clearly indicate use of program funds for eligible activities.

Maintenance of Records

The internal control requirements provide for the **separation of duties** and the **secure storage** of accounting records in limited access areas. In maintaining these accounting records a subrecipient should also ensure that:

- Journal entries are properly approved and explained/supported.

- Posting and trial balances are performed regularly.

- Fidelity bond coverage is obtained for responsible officials of the organization.

The grantee may require the subrecipient to purchase additional fidelity bond coverage in cases where it believes the normal policy coverage is not sufficient to protect the interest of the Government.

2.4 Allowable Costs (see 24 CFR 85.22 and 84.27)

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities are found in **OMB Circular A-87 for governmental subrecipients, OMB Circular A-122 for non-profit subrecipients, and OMB Circular A-21 for educational institutions.**

According to basic guidelines contained within these OMB circulars, a ***cost is allowable*** under the CDBG program if:

1. The expenditure is ***necessary, reasonable, and directly related to the grant***.

   This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. In determining the reasonableness of a given cost, consideration shall be given to:

[4] Subrecipients are encouraged, but not required by HUD, to identify expenditures by the specific grant.

a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and state laws and regulations, and terms and conditions of the award.

c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees and clients, the public at large, and the Government.

d) Significant deviations from the established practices of the organization that may unjustifiably increase the award costs.

2. The expenditure has been ***authorized by the grantee*** (the city or county that provides the CDBG funds to the subrecipient), generally through approval of the budget for the activity.

   For example, grantees generally are limited by HUD to obligating no more than 15 percent of any year's CDBG award on public services expenses. Therefore, in their agreement with a subrecipient, the grantee will stipulate how much the particular subrecipient will be allowed to obligate on such activities to keep the grantee's overall public services expenditures within the 15-percent ceiling. Any obligations by the subrecipient on such activities exceeding the approved amount may be disallowed by the grantee based upon the provisions of the Subrecipient Agreement.

3. The ***expenditure is not prohibited*** under Federal, state, or local laws or regulations.

   For example, OMB Circular A-87, Attachment B, and OMB Circular A-122, Attachment B, explicitly prohibit expenditure of Federal funds for entertainment, contributions and donations, fines and penalties, and bad debts.[5]

   In addition, the regulations specific to the CDBG program (at 24 CFR 570.207) prohibit the use of program funds for:

[5] OMB Circulars A-87 and A-122 also prohibit expenditures on interest and other financial costs *except where authorized by legislation* as is the case under Section 105(a)(13) of Title I of the Housing and Community Development Act of 1974, as amended, which specifically identifies "reasonable ... carrying charges related to the planning and execution of community development and housing activities" as eligible costs under the CDBG program.

- **Buildings used for the general conduct of government**

- **General governmental expenses**

- **Political activities**

This section of the program regulations also specifies that the following activities may ***not*** be assisted with CDBG funds ***unless*** authorized as a special economic development activity under 24 CFR 570.203, ***or*** when carried out by Community-Based Development Organizations (CBDOs) under the provisions of 24 CFR 570.204, or when the other special conditions noted in the following section after each category are met:

- **Purchase of construction equipment** (unless purchased for use as part of a solid waste disposal facility, which is eligible under 24 CFR 570.201(c)).

- **Personal property, furnishings, fixtures, or motor vehicles** (unless these items constitute part or all of a public services activity under 24 CFR 570.201(e), are eligible as fire fighting equipment under 24 CFR 570.201(c), or are necessary in the administration of activities assisted with CDBG funds).

- **Operating and maintenance expenses** (except for expenses associated with public service, "In Rem," and interim assistance activities, or office space for program staff employed in carrying out the CDBG program).

- **New housing construction** (unless performed in accordance with the "last resort" housing provisions of 24 CFR Part 42, or carried out by a CBDO under Section 570.204).

- **Income payments** (this prohibition does not preclude payments made under 24 CFR 570.201(n) to facilitate and expand homeownership by low- and moderate-income persons or emergency grant payments made over a period of up to 3 consecutive months to the provider of such items as food, clothing, housing, or utilities).

4. The ***expenditure is consistently treated,*** in the sense that the subrecipient applies generally accepted accounting standards in computing the cost, and utilizes the same procedures in calculating costs as for its non-Federally assisted activities.

5. The ***cost must be allocable to the CDBG program.*** A cost is allocable to a particular cost objective (e.g., grant, program, or activity) in proportion to the relative benefits received by that objective. This means that:

    - If an office is utilized by two programs during the same hours, the costs of the office should be allocated between the two programs on an equitable basis.

    - The same expense cannot be claimed against more than one grant (i.e., double-billing is prohibited). In addition:

        - A cost originally allocable to a particular Federal grant program **cannot be shifted to another Federal grant program** to overcome funding deficiencies, to avoid restrictions imposed by the grant or by law, or for any other reasons.

        - In accordance with the guidance found in OMB Circulars A-87 and A-122, the composition of direct and indirect costs must be clear. **Direct costs** must be identified specifically with a particular activity. **Indirect costs** are those incurred for common objectives that benefit more than one activity (e.g., salaries of executive officers, accounting and auditing, other costs of general administration). The subrecipient's indirect costs must be supported by an indirect cost proposal/cost allocation plan prepared in accordance with U.S. Department of Health and Human Services Circular OASMB-5 (for non-profit subrecipients) or OASC-10 (for governmental subrecipients).

6. The ***cost is net of all applicable credits.*** Any credits such as purchase discounts or price adjustments must be deducted from total costs charged. The subrecipient is not allowed to make a profit from any costs charged to CDBG funds.

2.5 Source Documentation

The general standard is that ***all accounting records must be supported by source documentation (see 24 CFR 85.20(b)(6) and 84.21(b)(7)).*** Supporting documentation is necessary to show that the costs charged against CDBG funds were incurred during the effective period of the subrecipient's agreement with the grantee, were actually paid out (or properly accrued), were expended on allowable items, and had been approved by the responsible official(s) in the subrecipient organization.

The source ***documentation must explain the basis of the costs incurred*** as well as show the actual dates and amount of expenditures. For example:

- With respect to **payrolls,** source documentation should include employment letters and all authorizations for rates of pay, benefits, and employee withholdings. Such documentation might include union agreements or minutes from board of directors' meetings where salary schedules and benefit packages are established, copies of written personnel policies, W-4 forms, etc. For staff time charged to the CDBG program activity**, time and attendance records should be available.** If an employee's time is split between CDBG and another funding source, there must be time distribution records supporting the allocation of charges among the sources. Canceled checks from the employees, insurance provider, etc., or evidence of direct deposits will document the actual outlay of funds.

- With respect to the cost of **space and utilities,** space costs must be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from the utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources, consistent with the guidelines covering allocable costs in Section 2.4.

- With respect to **supplies,** documentation would include purchase orders or requisition forms initiated by an authorized representative of the subrecipient, an invoice from the vendor (which has been signed-off by the subrecipient to indicate the goods were received), the canceled check from the vendor demonstrating payment was made, and information regarding where the supplies are being stored and for what cost objective(s) they are being used.

Some additional requirements related to source documentation include:

- All **source documentation** does not have to be located in the CDBG project files, but it must be **readily available for review by the grantee, HUD, or other authorized representatives at all times.** For example, employment letters and salary schedules are not likely to be maintained in a subrecipient's CDBG files but instead will be kept in the organization's central personnel files.

- The subrecipient must ensure that either (a) **an encumbrance/obligation is recorded** whenever a contract is signed or a purchase order is issued or (b) **up-to-date information on the status of all obligations** is otherwise readily accessible.

- The subrecipient must maintain a complete, accurate, and up-to-date record of the receipt and use of CDBG-generated **program income.** (See Chapter 6.0.)

2.6 Budget Controls

Subrecipients must have procedures in place to monitor obligations and expenditures against their approved budget(s) for CDBG-funded activities. **Depending on the language of the Subrecipient Agreement, the grantee may be under no obligation to reimburse a subrecipient for expenditures that exceed approved budget line items or the overall budget for CDBG-assisted activities.** Therefore, the subrecipient needs to have an ongoing system to compare actual receipts, encumbrances, and expenditures with the CDBG budget to ascertain in a timely fashion **whether it will be necessary to initiate a formal budget revision.** In addition, since the budget reflects the subrecipient's best estimate of the resources necessary to accomplish the CDBG project scope of services, any pattern of line item overruns should prompt a careful re-assessment of whether the available resources will still be sufficient to achieve the agreed- upon objectives.

To compare and control expenditures to approved budgets, a subrecipient must:

- Maintain in its accounting records **the amounts budgeted for eligible activities.**

- **Include unexpended/unobligated balances** for budgeted categories, as well as obligations and expenditures.

- Periodically **compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments for such outlays.**

Obviously, these comparisons should be made on an ongoing basis, and not after a majority of funds have been committed. In addition, it is critical that subrecipients maintain a close watch over the progress achieved for the amount of funds expended. It does little good to stay within the budget line if the actual accomplishments lag far behind in terms of the units of service delivered.

2.7 Cash Management

Subrecipients are required to have procedures in place to minimize the time elapsed between receipt of funds from the grantee and the actual disbursement of those funds. This requirement is intended to curtail unnecessary drawdowns of CDBG funds (through the grantee) from the U.S. Treasury and minimize the cost of financing the CDBG program by the Federal Government.

Grantees have two general methods available to transfer CDBG grant funds to subrecipients: the reimbursement method and the cash advance method.

- The **reimbursement method** entails a transfer of grant funds to the subrecipient **based on actual expenditures by the subrecipient before the request for funds.**

- **The cash advance method** involves the transfer of CDBG funds from the grantee based upon the subrecipient's request (and information on obligations) **before the actual cash disbursements have been made by the subrecipient.**

Both methods must be implemented in compliance with the cash management requirements. In accordance with 24 CFR 85.21 or 570.502(b)(3)(i), as applicable, and 31 CFR Part 205[6], these requirements include:

- A subrecipient must include ***accurate information in its drawdown request to a grantee.*** This requirement is intended to address the intentional falsification of drawdown information. The Federal Government is also concerned that all subrecipients have adequate financial record-keeping systems in place to be able to determine reliably how much cash they have on hand and what their immediate cash needs will be.

- ***Although there is no explicit regulation for cash advances, the general standard is that the subrecipient must disburse the funds to pay for CDBG program costs within 3 business days of the receipt of those funds from the grantee.*** The subrecipient should also maintain written justification in its files for each instance in which disbursement of an advance took longer than a 3-day period.

- A subrecipient must ***return erroneously drawn funds to the grantee in a timely fashion.*** This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by the subrecipient's immediate disbursement needs.

  For example, if a subrecipient drew down CDBG funds in anticipation of the start of a public facilities project, and the project's commencement was delayed, the subrecipient is required to return the CDBG funds to the grantee and re-initiate the drawdown process at a later point.

[6] These are the regulations of the U.S. Department of the Treasury governing withdrawal of cash from the Treasury for an advance under a Federal grant program.

- If CDBG ***grant advances*** are placed in an interest-bearing account by a subrecipient, the subrecipient must ***return this interest income to the U.S. Treasury*** via the grantee (per 24 CFR 85.21(i) or 570.502(b)(3)(i), as applicable, and 24 CFR 570.500(a)(2)). Such interest income is not considered program income. Similarly, if a subrecipient uses ***a "revolving loan fund account"*** under the CDBG program, ***the funds must be deposited in an interest bearing account, and all interest earned on funds on deposit must be returned to the Treasury via the grantee no less frequently than annually*** (24 CFR 570.500(b)).

- ***Program income (other than program income deposited in a revolving fund) must be disbursed in payment of program costs before requesting further drawdowns from the grantee*** (24 CFR 570.504(b)(2)(ii) and 570.504(c)).

- If program income is put in an approved revolving fund by a subrecipient, the subrecipient must ***disburse this program income for the same activity for which the revolving fund was established,*** before making further cash drawdown requests to the grantee for the activity. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee at least annually (24 CFR 570.504(b)(2)(i) and 570.500 (b)).

- Funds held in an ***escrow account*** for rehabilitation activities generally must be disbursed within 10 days (24 CFR 570.511(a)(4)).

While avoiding excessive drawdowns, a subrecipient should also exercise care that the legitimate cash needs of its CDBG activities are being met. As noted in the preceding section, a subrecipient needs to be able to forecast accurately what its project expenses are going to be. If its CDBG activities are relatively stable (the same type and level of activities from month to month), a subrecipient can begin with the previous month's financial activity as a starting point for its estimate of current period cash needs. This estimate, however, should be modified for periodic expenses or seasonal variations in costs, such as for heating and electricity. If a subrecipient's activities are expanding or exhibit irregular fluctuations in expenses, then it is important to devote more careful attention to predicting future cash requirements.

It should be noted that, in the private sector, the "cash requirements report" is a standard management tool for anticipating the monthly (or even weekly) cash flow needs of a business. When a subrecipient is not able to plan its expenditures and encounters large fluctuations in the disbursement of obligated funds (as can happen, for example, in construction activities), there is a tendency to invade other non-CDBG funds, or alternatively to "temporarily borrow" CDBG funds for non-CDBG purposes. ***Such inter-fund transfers that result in using CDBG funds for***

non-CDBG purposes are not allowed and may result in program sanctions or termination of the CDBG contract by the grantee.

2.8 Financial Reporting

Financial reports prepared by a subrecipient must be accurate, timely, current, and represent a complete disclosure of the financial activity and status in each Federal grant program under which assistance is received (24 CFR 85.20(b) and 85.41(c) and (d), or 84.21 and 24 CFR 570.502(b)(3)(i), as applicable).

Although the format and frequency of the financial reports required of subrecipients may differ from locality to locality, a subrecipient must have the capacity to provide at least the following information **for each CDBG activity:**

- ***Amount budgeted.***
- ***Advances/reimbursements*** received to date.
- ***Program income and other miscellaneous receipts*** in the current period and to date.
- ***Actual expenditures/disbursements*** in the current period and cumulatively to date, for both program income and regular CDBG grant funds.

- ***Current encumbrances/obligations*** in addition to disbursements.

- ***Unpaid requests for payment*** previously submitted at time of latest drawdown.

In addition, a subrecipient's accounting and record-keeping system must be able to support the data included in (a) its drawdown requests, (b) its other financial and progress reports, and (c) the grantee's Consolidated Annual Performance and Evaluation Report (CAPER) submitted to HUD.

2.9 Other Miscellaneous Requirements for Subrecipient Financial Management Systems

- **Loan servicing:** A subrecipient must have a system for properly servicing all CDBG-funded loans, where applicable, including:

    - **Loan agreements** with clear repayment terms and default definitions, descriptions of how defaults can be resolved, what actions will be taken if a loan is in default, and what is pledged as security for each loan.

    - **Collection procedures** that provide for recognition of all current amounts due and when past payments were received, notification when payments are overdue, as well as a procedure for taking further action to collect overdue amounts and criteria for writing off bad debts.

- **Cash depositories:** Regular banking procedures may be followed without any separate bank account or special bank eligibility requirements. Subrecipients are advised, however, to obtain information on bank ratings before depositing CDBG funds with a financial institution.[7]

  In addition, subrecipients are encouraged to use minority-owned financial institutions in conjunction with their CDBG activities whenever possible.

[7] Bank rating and research firms which provide information on the comparative financial strength of local banks and other financial institutions are found in most regions of the country. Frequently the local city or county treasurer's office subscribes to a bank rating service and may be able to provide subrecipients with useful information on the ratings of local financial institutions.

- **Real property:** The subrecipient must:

    - Keep track of CDBG-acquired real property to ensure that program income from sales or rental of such property or assets is properly recorded and reported (24 CFR 570.503(b)(3)).

    - Have procedures for ensuring ongoing compliance with the National Objectives requirements associated with real property acquired or improved with CDBG funds in excess of $25,000 (24 CFR 570.503(b)(7)).

Exercise for Chapter 2.0 — Financial Management

Circle the Correct Answer

1. Which of the following are components of an organization's system of *internal controls* for financial management?

   (a) Written procedures and policies.

   (b) Specified job responsibilities.

   (c) Job qualifications.

   (d) Accounting records.

   (e) All of the above.

2. The sole purpose of *accounting records* is to provide reliable and up-to-date information on the cash controlled by an organization or agency.

   TRUE FALSE

3. An expenditure by a subrecipient will be considered an *allowable* CDBG expense if it is necessary to carry out an approved activity and is not explicitly prohibited by Federal, state, or local regulations.

   TRUE FALSE

4. *Source documentation* does not have to be located in the CDBG project files.

   TRUE FALSE

5. An effective system of *budget controls* requires a periodic comparison of actual obligations and expenditures to planned obligations and expenditures, and to projected accomplishments for such outlays.

   TRUE FALSE

6. Interest income from CDBG advances and revolving loan accounts may be retained by the subrecipient as *program income.*

TRUE FALSE

The answers are on next page.

Exercise for Chapter 2.0 — Financial Management (continued)

Answers to questions from preceding pages

1. "(e) All of the above."

2. ***FALSE.*** The purpose of accounting records is to provide information *not only on cash* but also on *all the assets and liabilities* of an organization, including property, receivables, payables, and other obligations.

3. ***FALSE.*** The fact that an expenditure is both necessary and not explicitly prohibited by law and program regulations *is only part of the criteria* that must be met for it *to be considered an allowable CDBG expense.* In addition, the expenditure must:

    - Have been authorized by the grantee (through an approved budget or other mechanism).
    - Be reasonable.
    - Have been treated by the subrecipient in a manner consistent with its normal procedures for computing costs.
    - Be allocable to an approved-CDBG cost objective.
    - Be net of all applicable credits.

4. ***TRUE.*** *Source documentation does not have to be stored in the CDBG project files if it is readily available to be reviewed by the grantee, HUD, or other authorized representatives.* In general, however, subrecipients will find that it is more efficient in the long run to maintain as much project information as possible in files specifically dedicated to their CDBG activities.

5. ***TRUE.***

6. ***FALSE.*** One of the primary purposes of a subrecipient's *cash management* system is to minimize the time between receipt of CDBG funds and their disbursement; therefore, if the subrecipient's system is working efficiently, *there shouldn't be any interest income* generated on cash advances. In fact, 24 CFR 570.500(a)(2) makes explicit that *the definition of program income does not include interest earned on the investment of the initial proceeds of a grant advance, including funds advanced from a grantee to a subrecipient*, and any such funds must be promptly remitted to the U.S. Treasury. Moreover, 570.500(b) makes it clear that cash balances held in a revolving fund must be

held in an interest-bearing account and that any interest earned on funds held in such an account will be considered to be interest income generated on a cash advance and must be remitted to the Treasury at least annually.

CHAPTER 3.0: PROCUREMENT AND CONTRACTING

This chapter outlines the requirements for using Federal funds to purchase materials, products, or services under the CDBG Entitlement program. Whether you are a small agency purchasing occasional office supplies or a large organization contracting for millions of dollars of construction services, the requirements governing the purchasing process are designed to ensure that you:

- Follow a **free and open competitive process** in securing those products or services.
- Properly **document** your purchasing activities and decisions.
- Observe the special **rules for particular kinds of purchases** (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
- **Properly bond and insure** work involving large construction contracts and/or subcontracts.
- Use **local businesses** and contract **with small, minority and/or women-owned businesses** to the maximum extent feasible.

When it comes to spending the taxpayer's money, no matter how little the amount, it is important to ensure that the prices you pay are competitive, and that you (and the taxpayer) are getting good value. The rules don't require that you get a bargain every time you buy, but only that you pay a fair price. They don't require that you always get the latest in technology at the lowest possible cost, but only that you shop around and get what you paid for. This means that you should seek to buy with CDBG funds only what is necessary under the terms of your Subrecipient Agreement, and no more. You should also be able to ensure the integrity of your purchasing decisions; to document the history, results, and decisions behind your purchases; to follow the rules for certain kinds of transactions; and to offer opportunities to local and disadvantaged firms to respond to your purchasing needs. By following these requirements you are helping to guarantee the fairness and the vitality of our free market system, and to ensure that taxpayer resources are not being wasted.

By observing the basic rules, you'll also find your purchasing decisions can be more efficient. For example, if you set up a standardized purchasing system for securing price quotations and preparing purchase orders, you won't have to reinvent the wheel every time you want to buy materials and supplies. These efficiencies in turn can help make your limited purchasing budgets go much farther. You'll also have the satisfaction of knowing you paid a fair price for every purchase.

In addition, when you use CDBG funds to purchase materials or services, it is not sufficient simply to *state* that you got the lowest possible price and followed the rules. You have to be able to *prove it.* Therefore, to avoid disallowed costs and/or recapture of payments, it is necessary that you document the background, need, and the details of every purchasing decision, whether it involves renting an office or buying two-by-fours. At first, this may appear burdensome, but full documentation can only help you avoid serious problems and a lot of extra work in the long run.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Planning how would you set up a purchasing system if you were spending your own money and wanted to spend it efficiently.

2. Updating the list of vendors and contractors from whom you plan to purchase materials, supplies, equipment, and services over the next 12 months (if you don't have such a list, think about developing one for all vendors and contractors you might buy from).

3. Developing (or expanding) your own written procurement manual describing your procedures and a code of conduct for all employees involved in purchasing.

4. Identifying ways to ensure that all purchasing documents such as cost and price solicitations, purchase orders, contracts, delivery receipts, invoices, payables records, and check vouchers are integrated into one system.

3.1 General Procurement Provisions

The standards and procedures for procurement are intended to ensure that supplies, equipment, construction and other services acquired in whole or in part with Federal funds are:

a) Obtained as efficiently and economically as possible.

b) Procured in a manner that provides, to the maximum extent practical, open and free competition.

Solicitations must clearly explain all requirements that the bidder/offeror must fulfill in order for his or her bid/offer to be evaluated by the subrecipient. Solicitations for goods and services must be based on a clear and accurate description of the material, product, or service to be procured, and cannot contain features which unduly restrict competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable qualifying requirements on firms.
- Requiring unnecessary experience and excessive bonding.
- Specifying only "brand name" products instead of allowing "an equal" product.
- Noncompetitive pricing practices between firms or affiliated companies.
- Noncompetitive awards to consultants on retainer contracts.

Awards are to be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the subrecipient, price and other factors considered. Any and all bids may be rejected when it is in the subrecipient's interest to do so. The subrecipient must ensure that the award is only made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Federal guidelines for contracting are designed to further ensure that contracts are structured and managed in a way that is consistent with good administrative practices and sound business judgment.

The Federal requirements for these administrative areas are found in **24 CFR 85.36 for governmental subrecipients and in 24 CFR 84.40-48 for subrecipients that are non-profit organizations.** Because the procurement standards in 24 CFR Part 85 are generally more

specific than those found in Part 84, the former will be used as the principal basis for this chapter's presentation of applicable requirements. **Whenever there is a clear distinction between the requirements of 24 CFR Parts 85 and 84, the text will distinguish between the two sets of requirements.** However, in general, the standards set forth in 24 CFR Part 85 for procurement may be viewed as a "safe harbor" for satisfying the Federal requirements.

The general requirements for procurement include the following:

- According to 24 CFR 85.36(b)(9), a subrecipient must maintain ***records to detail the significant history of a procurement.*** These records include, not are not limited to, files on the rationale for selecting the methods of procurement used, selection of contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract *(for non-profit subrecipients,* 24 CFR 84.46 specifies that procurement records and files *for purchases in excess of the small purchase threshold fixed at 41 U.S.C. 403(ii), currently $100,000,* must include the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and the basis for the award cost or price).

- ***Pre-qualified lists of vendors/contractors,*** if used, must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time during the solicitation period (24 CFR 85.36(c)(4)).

- As part of its efforts to eliminate unfair competitive advantage, a subrecipient should ***exclude contractors that develop or draft specifications,*** requirements, statements of work, invitations for bids, and/or requests for proposals from competing for such procurement (24 CFR 84.43).

- A subrecipient must ensure that ***awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation*** in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35).

- There must be ***written selection procedures for procurement transactions,*** and the procedures must be adequate to ensure that:

    - **The purchase of unnecessary or duplicate items is avoided.** Where appropriate, an analysis should be made of lease versus purchase alternatives (24 CFR 85.36(b)(4) and 84.44(a)(1)-(2));

- Whenever possible, use of **Federal excess and surplus property** or **intergovernmental agreements for procurement or use of common goods and services** should be considered as a way to foster greater economy and efficiency (24 CFR 85.36(b)(5) and (6));

- **All purchase orders (and contracts) are signed by the authorized official(s)** of the subrecipient;

- **Items delivered and paid for are consistent with the purchase order** and/or contract for the goods or services;

- **Timely payment to vendors** occurs once the order is delivered, inspected, accepted, and payment authorized;

- **A cost or price analysis** is performed for every procurement action, including contract modifications, and documentation to that effect is maintained in the subrecipient files. The *method and degree of analysis is dependent on the facts surrounding the particular procurement situation,* but as a starting point, subrecipients must make independent estimates before receiving bids or proposals (24 CFR 85.36(f) and 84.45);

- **Profit or fee is negotiated separately from price** where competition is lacking or whenever a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of past performance, and industry rates for the area (24 CFR 85.36(f)(2)); and,

- The list of **provisions in 24 CFR 85.36(i) or 84.48, as applicable,** must be included in any contracts.

- Subrecipients must ***not use "cost plus a percentage of cost" pricing*** for contracts (24 CFR 85.36(f)(4) and 84.44(c)); in addition, subrecipients should use *"time and material" type contracts* only after a determination is made that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk (24 CFR 85.36(b)(10)).

- Subrecipients must have ***protest procedures in place*** to handle and resolve disputes relating to their procurement and in all instances report such disputes to the grantee (24 CFR 85.36(b)(12)).

- There must be a ***documented system of contract administration*** for determining the adequacy of contractor performance (24 CFR 85.36(b)(2)).

- A subrecipient must have a ***written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts*** (24 CFR 85.36(b)(3) and 84.42).

3.2 Permitted Approaches to Procurement

Depending on the scarcity of the item or service desired, and the size of the purchase, different methods of procurement are available for use by subrecipients under the Federal regulations.[1]

- Small purchases may be used for procurement of $100,000 or less in the aggregate: (24 CFR 85.36(d)(1) and 84.44(e)(2))

    - Small purchases are made through the use of purchase orders. Competition is sought through oral or written price quotations. A subrecipient must document the receipt of an adequate number of price or rate quotations from qualified sources.

    - A procurement of more than $100,000 may not be inappropriately broken up into smaller components solely to qualify for the less complicated procedures followed under the "small purchases" approach.

- **Competitive sealed bids** (formal advertisement, 24 CFR 85.36(d)(2)):

    - The procurement must lend itself to a firm, fixed price contract (lump sum or unit price) where the selection can be principally made on the basis of price.

    - A subrecipient must advertise the Invitation for Bid (IFB) in publications of general circulation.

    - The IFB must include complete and accurate specifications and pertinent attachments and clearly define items or services needed, in sufficient detail for the bidders to properly respond.

[1] Subrecipients need to be aware, however, that local or state laws or policies may require additional procedures or set lower dollar-value thresholds for some forms of procurement. Therefore, it is important to check with your grantee to learn whether any such additional procurement provisions apply.

- Bids must be opened publicly at the time and place stated in the IFB.

- A subrecipient must receive at least two or more responsible bids for each procurement transaction.

- If awarded, the contract must be given to the lowest responsive and responsible bidder (the subrecipient, however, can decide *not* to make the award to *any* of the bidders).

The competitive sealed bid method is the preferred approach for procuring construction services.

- **Competitive proposals** (24 CFR 85.36(d)(3)):

  - A subrecipient should use this method only when conditions are not appropriate for the use of formal advertising.

  - The Request for Proposal (RFP) must clearly and accurately state the technical requirements for the goods and services required.

  - A subrecipient must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete.

  - Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement.

  - The subrecipient must conduct a technical evaluation of the submitted proposals to identify the responsible offerors.

  - As necessary, the subrecipient conducts negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the subrecipient's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a "best and final" offer.

  - The subrecipient must award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals (or "best and final" offers) according to predetermined evaluation criteria. The successful proposal/offeror must clearly be the "most advantageous" source of the goods and services for the subrecipient.

For procurement involving **architecture or engineering (A/E) services,** subrecipients may use competitive proposal procedures whereby competitors' qualifications are evaluated and **the most qualified competitor is selected,** subject to negotiation of fair and reasonable compensation. In these instances, price is ***not*** used as a selection factor. Once the most-qualified firm is identified, only that firm is asked for a price proposal that is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonably priced contract can be awarded. The subrecipient must be careful to document the bases for its determination of the most qualified competitor and the reasonableness of the contract price. This qualifications-based approach to the competitive proposals method may ***not*** be used to purchase other than A/E services. (See 24 CFR 85.36(d)(3)(v).)[2]

In addition, the Federal procurement regulations generally *discourage the use of local geographical preferences in the evaluation of bids or proposals (except where mandated by Federal statutes),* due to the restrictions on open competition which result. However, in procuring A/E services, geographic location is permitted as a selection criteria provided this criterion leaves an appropriate number of qualified firms (24 CFR 85.36(c)(2)).

- **Noncompetitive proposals/sole source procurement** (24 CFR Part 85.36(d)(4)):

  Noncompetitive negotiations may be utilized only under very limited circumstances. The subrecipient must show that another method of procurement was infeasible because:

  - The item or service was only available from a single source.
  - A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement.
  - Competition was determined to be inadequate after receiving proposals from numerous sources.

[2] It is important to note that many states have laws which *require* the use of qualifications-based selection (QBS) procedures when purchasing professional A/E services. In those states, the discretion afforded by 24 CFR 85.36(d)(3)(v) is removed. Absent a state QBS law, a recipient could opt to use QBS or competitive proposals. In the latter instance, prices are solicited from all contractors and considered in the selection process.

Among the procurement approaches described in the preceding section, the *competitive sealed bid* resulting in a firm, fixed price contract is the preferred procurement approach when there are a number of available and qualified providers, when the requirements and specifications are thoroughly detailed and are unlikely to change, and where the subrecipient has the opportunity to make the provider assume a large share of the risk for non-performance.

In other instances, for example, complicated rehabilitation projects, or unique human service activities, other forms of competitive and noncompetitive procurement may be necessary or desirable. In cases where price is not the single most important objective, it is still important to try to assure the highest possible quality of procurement at the lowest reasonable price through "open and free competition."

3.3 Bonding

The requirements for bonding in procurement are as follows:

- **For construction or facility improvement (sub)contracts exceeding $100,000,** the following *minimum Federal requirements (24 CFR 85.36(h) or 84.48(c))* for bid guarantees, performance bonds, and payment bonds must be met. These include:

    - A **bid guarantee** from each bidder equivalent to **5 percent of the bid price.** The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.

    - A **performance bond** from the (sub)contractor for **100 percent of the contract price** to secure the (sub)contractor's fulfillment of all obligations under the contract.

    - A **payment bond from the (sub)contractor for 100 percent of the contract price** to assure payment of all persons supplying labor and material under the contract.

- **For non-profit subrecipients,** 24 CFR 84.48(c) states that for contracts or subcontracts awarded for construction or facility improvement **equal to or less than $100,000,** a subrecipient must follow its own policies for bid guarantees, performance bonds, and payment bonds.

    For both **non-profit subrecipients** and **governmental subrecipients,** however, the Subrecipient Agreement may mandate compliance with *the grantee's bid guarantee, bonding, and insurance requirements* in instances of

contracts or subcontracts for construction or facility improvements with a value equal to or less than $100,000.

3.4 Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses

Federal regulations, both CDBG and non-CDBG, make it very clear that subrecipients should make every effort to use local business firms and contract with small, minority-owned and/or women-owned businesses in the procurement process. Specifically,

- A subrecipient must take **affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms** in its CDBG-financed activities (24 CFR 85.36(e) or 84.44(b)). The efforts which a subrecipient should make include:
    - Incorporating such businesses in **solicitation lists** whenever they are potential sources.
    - Ensuring that **such businesses are solicited** when identified as potential sources.
    - **Dividing procurement requirements,** when economically feasible, to permit maximum participation of such businesses.
    - Requiring prime contractors, when **subcontracts** are let, to take affirmative steps to select such firms.
- In conformance with the requirements of ***Section 3 of the Housing and Community Development Act of 1968,*** to the greatest extent feasible, subrecipients must award contracts for work to be performed to eligible ***business concerns located in or owned by residents of the target area*** to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing (see 24 CFR 570.607(b)).

Subrecipients should note, however, that the desire to award contracts to local firms is *not* a legitimate excuse for avoiding an open and competitive procurement process.

Exercise for Chapter 3.0 — Procurement and Contracting Circle the

Correct Answer

1. The reason for Federal competitive procurement requirements is:

   (a) To ensure that supplies, equipment, and services are acquired efficiently.

   (b) To help guarantee a "fair" price for items or services bought with Federal funds.

   (c) To give the public confidence in the procurement practices of Federal assistance programs.

   (d) To allow more firms, particularly local firms, small businesses, and minority- or women-owned businesses, to have an opportunity to compete for work under Federal programs.

   (e) All of the above.

2. A cost or price analysis and documentation of the procurement process is only required for *major purchases*.

   TRUE FALSE

3. A governmental subrecipient is justified in breaking up a procurement into components of $100,000 or less to utilize the "small purchase" procedures if the procurement process for each purchase is still competitive.

   TRUE FALSE

4. The "Section 3" requirements for awarding work to local business concerns takes precedence over the competitive procurement requirements.

   TRUE FALSE

The answers are on next page.

Exercise for Chapter 3.0 — Procurement and Contracting (continued) Answers

to questions from preceding page

1. "(e) All of the above."

2. ***FALSE.*** A subrecipient must do a cost or price analysis and maintain documentation of the procurement process for *every* procurement. However, the level of complexity of the analysis and detail of the documentation should vary by the size of the procurement and the extent of competitiveness in the process. Therefore, the purchase of desktop stationary supplies will require that the subrecipient maintain a very modest level of documentation of how comparative prices were analyzed (through catalogs and/or price quotes). A sole source procurement, on the other hand, will require much more extensive documentation to justify the noncompetitive process and to demonstrate that the price incurred was fair.

3. ***FALSE.*** The standard for "small purchases" is that the procurement is for services, supplies, or property does not exceed $100,000 *in the aggregate.* Therefore, for example, it is not allowable to break up arbitrarily a $150,000 procurement of weatherization materials into three $50,000 purchases just to be able to use the less complicated "small purchase" procedures. The purchase of such materials should be handled through a *sealed bid* method of procurement, with the larger purchase volume entailed in this approach likely to result in lower per unit prices.

4. ***FALSE.*** *Both* sets of requirements must be satisfied. Therefore, the competitive procurement procedures adopted by the subrecipient also must be designed to facilitate and encourage local businesses to compete for the proposed work.

CHAPTER 4.0: PROPERTY MANAGEMENT AND DISPOSITION

If you use CDBG funds to acquire real or personal property, Federal regulations make you, the subrecipient, responsible for ensuring that the property continues to be used for its intended (and approved) purpose, that you keep track of it, that you take care of it, and that if you sell it, you reimburse the grantee for the CDBG share of the property's value.

This fairly straightforward proposition about the ownership, use, management, and disposition of property is complicated by two facts. First, the rules about property management and disposition differ slightly depending on whether you are a public-sector or private-sector subrecipient. (The rules are generally more explicit for governmental subrecipients). Second, the rules depend on the nature of the property. Real property (e.g., land, buildings) is treated differently than personal property (e.g., equipment, supplies, intangible property like copyrights).

This chapter outlines the rules for subrecipients regarding the ownership, management, and disposition of real and personal property. Despite the different treatments, there are several key themes applicable to most property that should be emphasized at the outset:

- Property can only be acquired with CDBG funds for a *specific purpose* that must be approved by the grantee and should be made a part of the Subrecipient Agreement.

- The use of that property for the *approved purpose must continue;* in the case of personal **property,** generally for if the subrecipient owns it and the property is needed for the CDBG activity, and in the case of real **property** (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the Subrecipient Agreement.

- If you own the property, you should *keep accurate records* for it (e.g., purchase date, price, location, physical description, maintenance history and condition, original and current use, and other inventory types of data).

- You have to *control the use* of the property (in accordance with its intended purpose) and *take good care* of it (that is, take adequate steps to prevent its damage, theft, or loss).

- If you no longer need the property, you can dispose of it but only according to specific rules (such as paying back the grantee, accounting for program income, etc.).

The following chart summarizes the applicability of specific sections of the regulations to particular categories of property for governmental and private subrecipients and shows the relevant regulations affecting its ownership, use, and disposition.

Exhibit 4-1: Rules for Property Management and Disposition

Property Management and Disposition Regulations **24 CFR 570.503—all subrecipients (subs)** **24 CFR 85.32–85.34, govt. subs** **24 CFR 84.32–84.34, non-profit subs**	**Real Property (Acquired with CDBG funds)**	**Personal Property Acquired with CDBG funds**		
		Tangible		**Intangible**
		Nonexpendable	**Expendable**	
Typical Example	*Land/Buildings*	*Cars/Equipment*	*Office Supplies*	*Copyrights*
Ownership	See property acquisition, 24 CFR 570.201(a), 201(c), 202, 203(a)	Vested in subs 24 CFR 85.32 24 CFR 84.34	Vested in subs 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to govt. 24 CFR 85.34 24 CFR 84.36
Use & Management	24 CFR 570.505 governs grantees; subrecipients follow 503(b)(7) *	24 CFR 85.32 24 CFR 84.34	24 CFR 85.33 24 CFR 84.35	
Disposition	24 CFR 570.503(b)(7)	Generally, fair-market value or proceeds returned to grantee; with grantee approval, proceeds retained as program income 24 CFR 85.32 and 24 CFR 570.502(a)(8) 24 CFR 84.34 as modified by 570.502(b)(3)(vi)	Residual inventories 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to use remains with govt.

* 570.501(b) requires that units of general local government participating with, or as part of, an urban county, or as part of a metropolitan city, follow the same requirements as are applicable to subrecipients, except that the 5-year period identified under 570.503(b)(7)(i) begins with the date that the unit of general local government is no longer considered by HUD to be a part of the urban county or metropolitan city, instead of the date that the subrecipient agreement expires.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency would care for the property differently if it were purchased with agency funds rather than CDBG funds.

2. Whether your agency's records are up to date in documenting the ownership, use, management, and/or disposition of its property.

3. Whether the procedures for maintaining and protecting the agency's property are adequate or need strengthening.

4. If you are planning to dispose of any property, whether your agency has taken appropriate steps to ensure that the applicable disposition rules are followed for the particular type of property involved.

4.1 Overview

The relevant Federal regulations governing the management and disposition of property are 24 CFR 570.503 for all subrecipients, 24 CFR 84.34(g) as amended by 570.502(b)(3)(vi) for private sector subrecipients, and 85.32, as modified by 570.502(a)(8), and 85.33-34 for governmental subrecipients.

For the purposes of these Federal regulations, "property" is classified according to the following distinct categories:

- **Real property: "**real property" means land, including any improvements to and structures located on the land, but excluding any movable machinery or equipment.

- **Personal property: "**personal property" is basically any kind of property other than real property. Personal property can be *tangible* (such as supplies, furniture, and equipment), or *intangible* (such as copyrights, patents, and inventions).

  Further distinctions can be made between:

  - **Non-expendable personal property,** which generally is considered to include *tangible* personal property having a useful life of more than 1 year and an acquisition cost of $300 or more per unit.

  - **Expendable personal property,** which includes all *tangible* personal property other than non-expendable personal property.

The Federal requirements relating to property are organized according to title (ownership), use, and disposition. In general, a subrecipient's property management system must provide for **accurate records, the conduct of regular inventories, adequate maintenance and control, and proper sales procedures.** Subrecipients must follow sales procedures that provide for competition, to the extent practicable, and that result in the highest possible return.

4.2 Real Property

For *grantees*, the use of real property is governed by 24 CFR 570.505. For real property acquired or improved in whole or in part with CDBG funds in excess of $25,000, the grantee cannot change the use or planned use of the property (including the beneficiaries of such use) without first providing affected citizens notice and opportunity to comment, and determining that either:

a) The contemplated new use meets one of the National Objectives and is not a building for the general conduct of government.

b) The contemplated new use is deemed appropriate (after consultation with affected citizens) but will not meet a National Objective. In this latter case, the grantee must reimburse the CDBG program in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.

The Subrecipient Agreement must be **explicit** about the use of any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $ 25,000. For such instances, **24 CFR 570.503(b)(7)** mandates that such real property either:

- Must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives **for at least 5 years after the expiration of the Subrecipient Agreement** (or a longer time as specified by the grantee in the Subrecipient Agreement); or

- If a National Objective is not met during this time period, the grantee must be **reimbursed for the current fair market value,** less any portion of the value attributable to non-CDBG funds.

4.3 Personal Property — Equipment

For **governmental subrecipients** (24 CFR 85.32):

- **Title:** Title to equipment acquired with CDBG funds is vested in the subrecipient, subject to the conditions described in the following section.

- **Use:** Equipment purchased with CDBG funds or other forms of Federal assistance must be used by the subrecipient in the program or project for which it was acquired, and **as long as needed, whether or not the program or project continues to be supported by Federal funds.**

    - When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

    - The subrecipient also must make the acquired equipment **available for use on other projects or programs** currently or previously supported by the Federal

Government **provided that such use will not interfere with the work on the project or program for which the equipment was originally acquired.**

- A subrecipient is **prohibited** from using CDBG-acquired equipment **to provide services for a fee to compete unfairly** with private companies that provide equivalent services unless specifically authorized by Federal statute.

- With the approval of the grantee, equipment acquired with CDBG funds may be used as **a trade-in on replacement property.**

- **Management requirements:** For equipment (including replacement equipment) acquired in whole or in part with CDBG funds, the subrecipient must have procedures and control systems in place to:

  - Keep **adequate equipment records,** which must include information on:

    - Property description.

    - Identification.

    - Funding source (grant number).

    - Title holder.

    - Acquisition date and cost.

    - Federal share of cost.

    - Location, use, and condition.

    - Unit acquisition cost.

    - Disposition data.

  - **Conduct a physical inventory** of the property no less often than every 2 years, with a reconciliation of the inventory results with the equipment records.

    - Ensure adequate **safeguards for preventing loss, damage, or theft** of property.

- Maintain the equipment in **good condition.**

- **Disposition:** When original or replacement equipment acquired with CDBG funds is no longer needed for the original project or program or for other activities currently or previously assisted with Federal funds, the following rules of disposition will apply **to governmental subrecipients:**

    1) Equipment with **a current per-unit fair market value of less than $5,000** may be retained, sold, or otherwise disposed of by the subrecipient *after notice to the grantee,* subject to the conditions in 3) in the following section.

    2) Equipment with **a current per-unit fair market value of $5,000 or more** may *after notice to the grantee* be retained or sold by the subrecipient with the grantee having the right to compensation in an amount equal to multiplying the current fair market value *or* the proceeds from sale by the Federal share (percentage) in the original acquisition price of the equipment.

    3) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (24 CFR 85.32(g)).

In addition, per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered **program income.**

For **non-profit subrecipients** (24 CFR 84.34):

- **Title:** Title to personal property acquired with CDBG funds is vested with the subrecipient, subject to the following conditions:

    1) **In all cases** in which personal property is no longer needed by the subrecipient for CDBG activities, it must be transferred to the grantee for the CDBG program or can be retained by the subrecipient after compensation to the grantee (per 24 CFR 570.502(b)(3)(vi)(B)).

    2) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (84.34(g)(4)).

    3) In all cases in which personal property is sold, the proceeds will be considered **program income** (24 CFR 570.502(b)(3)(vi)(A)).

4.4 Personal Property — Supplies

For **governmental subrecipients** (24 CFR 85.33):

- Upon termination of the subrecipient's agreement with or award from the grantee, **if there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value, and if such supplies are not needed for any other Federally sponsored programs or project,** the subrecipient must compensate the grantee for the share of such supplies which were acquired with CDBG funds.

For **non-profit subrecipients,** the requirements of 24 CFR 84.35 apply; that is,

- The residual inventory of unused supplies exceeding $5,000 not needed by the subrecipient for CDBG activities must be transferred to the grantee for the CDBG program or can be retained after compensating the grantee.

- **In all cases** in which the residual inventory of supplies is sold, the proceeds are considered **program income.**

4.5 Personal Property — Copyrights

For **governmental subrecipients** (24 CFR 85.34) and for **non-profit subrecipients** (84.36):

- The Federal Government **reserves a royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:

    - The copyright to any work developed with CDBG funds.

    - Any rights of copyright which a subrecipient or a contractor purchases with CDBG support.

Exercise for Chapter 4.0 — Property Management and Disposition

Circle the Correct Answer

1. For **real property** controlled by a subrecipient and acquired or improved with CDBG funds in excess of $25,000, what is the *minimum* period of time following the expiration of the Subrecipient Agreement that such property must be used to continue to meet a National Objective?

   (a) 1 year.

   (b) 3 years.

   (c) 5 years.

   (d) 10 years.

   (e) As long a period as the grantee feels is appropriate.

2. When are the proceeds from a subrecipient's sale of equipment purchased with CDBG funds considered to be **program income?**

   (a) Never.

   (b) When the proceeds are returned to the grantee as compensation for the original CDBG funding.

   (c) When the net proceeds exceed the compensation due to the grantee.

   (d) When the depreciated value of the equipment exceeds the CDBG portion of the original acquisition cost.

   (e) Always.

3. A non-profit subrecipient has in its inventory a computer acquired with CDBG funds that is worth less than $500. The subrecipient may retain it without paying the grantee for its current value if the grantee does not need it for any other Federally sponsored program or project.

4. The Federal Government's copyright license for any written work developed by a subrecipient with CDBG funds does not preclude the subrecipient from reproducing or otherwise publishing such work.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 4.0 — Property Management and Disposition (continued) Answers to questions from preceding pages

1. The correct answer is "(c) 5 years." Although a grantee may stipulate a longer time period (in a closeout agreement, for example), 5 years is *the minimum* period during which such property must continue to be used to address a CDBG National Objective. If, on the other hand, during that time period a national objective is no longer being met or the subrecipient chooses to dispose of the real property, the subrecipient must reimburse the grantee for the fair market value of the property, less any portion attributable to non- CDBG funds.

2. The correct answer is "(e) always," with the qualification that if a portion of the equipment purchase was financed with non-CDBG funds, only the CDBG portion of the proceeds would be program income for the purposes of the CDBG program.

3. ***FALSE.*** The pertinent regulations for non-profit subrecipients (24 CFR 570.502(a)(8) and (b)(3)(vi)) require that, regardless of dollar value, equipment acquired with CDBG funds and no longer needed by the subrecipient for CDBG activities must be transferred to the grantee or retained by the subrecipient only after compensating the grantee.

4. ***TRUE.*** Although the Federal Government reserves a copyright license on such work, it is a *nonexclusive* license.

CHAPTER 5.0: RECORD-KEEPING AND REPORTING REQUIREMENTS

Accurate record keeping and reporting are crucial to the successful management of your CDBG-funded activities. The *failure to maintain* adequate documentation of CDBG-funded activities continues to be one of the most serious administrative issues undermining program performance and regulatory compliance of subrecipients in the CDBG Entitlement program.

Without adequate record keeping, you and your grantee cannot track performance against your contract goals and your grantee cannot provide adequate management support in its oversight of your activities. Insufficient documentation and reporting on your part leads to serious monitoring findings, and those findings are likely to be much more difficult to resolve in cases where records are missing, inaccurate, or otherwise deficient.

It is very important, therefore, that you adhere to the record-keeping and reporting requirements of the Entitlement program and other pertinent regulations. Adequate documentation means knowing:

- What information needs to be collected and why.
- When that information should be collected (and how often).
- How the information should be acquired, organized, and stored.
- How the information should be reported.
- The required retention period for records.

This chapter addresses the minimum standards for documentation with respect to general record-keeping requirements, file organization and maintenance, retention of records, access to records, and reporting requirements. The end of the chapter contains a comprehensive chart identifying key records for each of three record types: administrative records, financial records and project records.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency has a *clearly defined process* for acquiring, organizing, storing, retrieving, and reporting information, especially about your CDBG-funded activities.

2. How you can *strengthen your documentation and reporting systems* to meet the requirements outlined in this chapter.

3. *Who in your agency is responsible* for the majority of record-keeping and reporting tasks, and whether they are properly trained and supported.

4. How you can *streamline your record-keeping and reporting procedures* by standardizing the process and removing duplication of records from your system.

5.1 General Record-Keeping Requirements

Every subrecipient is required to establish and maintain at least three major categories of records:

- **Administrative records:** These are files and records that apply to the overall administration of the subrecipient's CDBG activities. They include the following:
    - Personnel files.
    - Property management files.
    - General program files: files relating to the subrecipient's application to the grantee, the Subrecipient Agreement, program policies and guidelines, correspondence with grantee and reports, etc.
    - Legal files: articles of incorporation, bylaws of the organization, tax status, board minutes, contracts and other agreements.
- **Financial records:** These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.
- **Project/case files:** These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

Since previous chapters of this handbook have provided information about the elements necessary for financial and general administrative records, this chapter focuses primarily on CDBG requirements as they relate to project files or case files. Exhibit 5-1 at the end of the chapter provides a checklist of the most important files that should be maintained by both subrecipients and grantees for monitoring purposes.

The **general CDBG standard for record keeping** is that records must be *accurate, complete and orderly*. A grantee must establish the specific requirements for record keeping in its Subrecipient Agreement (24 CFR 570.503(b)(2)). Grantees frequently specify record keeping requirements for their subrecipients that are very similar to those found in 24 CFR 570.506, so that for the activities undertaken by subrecipients, the grantee will be able to demonstrate compliance with all applicable program requirements. Therefore, a subrecipient should anticipate having to maintain records sufficient to:

Provide **a full description of each activity** assisted with CDBG funds, including the location where the activities occur, the amount of CDBG funds budgeted, obligated, and expended for the activity and the regulatory provision under which the activity is eligible.

- Demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR 570.208 and particularly the record-keeping requirements at 570.506(b)(1) - (12)).

- Show that the subrecipient has made all necessary **determinations required for the eligibility of certain activities** under the CDBG program, including but not limited to 24 CFR 570.201(f) **for interim assistance**, 570.201(i)(2) for **relocation**, 570.201(p) **for technical assistance**, 570.202(b)(3) for **loans to refinance existing indebtedness secured by a property being rehabilitated**, 570.204 for **activities carried out by CBDOs,** and 570.206(f) for the **preparation of applications for other Federal programs, and** 570.209 for **special economic development activities.**

- Document compliance with the program rules regarding **any change of use of real property** acquired or improved with CDBG assistance (24 CFR 570.505 and 570.503(b)(7)(i) and (ii)).

- Demonstrate compliance with the program requirements regarding **acquisition, displacement, relocation, and replacement housing** (24 CFR 570.606).

- Detail the subrecipient's **fair housing** activities and **equal opportunity** compliance.

- Maintain all necessary information relative to the other program requirements specified in Subpart K of 24 CFR Part 570 (which includes **labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients;** and **conflict of interest).**

It should be noted that subrecipients are not responsible for providing documentation for the initial environmental review of an activity, because they cannot assume the grantee's environmental responsibilities (24 CFR 570.503(b)(5)). However, actions that a subrecipient provides to the grantee in order for it to carry out these responsibilities and other actions the subrecipient takes to abate or address environmental findings must be documented.

5.2 File Organization and Maintenance

A subrecipient should structure its project/case files and other records to comply with the general requirements specified in the preceding section and to facilitate preparation of progress and other reports, including all submissions necessary for the grantee's input into the Integrated Disbursement and Information System (IDIS) and its Consolidated Annual Performance and Evaluation Report (CAPER).

In setting up (or reviewing the adequacy of) its record-keeping system, a subrecipient should use this handbook to develop a list of all the items for which it must maintain documentation on a case/project basis and/or an activity basis. For example, if a subrecipient is carrying out a housing rehabilitation program using private contractors, **each project case file** should contain appropriate records, including:

- The owner's application for assistance, including the address of the property.
- Household size and income documentation for the owner and other households in the structure (if a multi-unit building) and other information to determine program eligibility and the appropriate level of financial assistance (underwriting).
- Other demographic information on the anticipated and actual beneficiaries of the activity for this project/case.
- The work write-up on the property.
- Evidence of any required owner contribution or private loan match.
- The financial assistance agreement between the subrecipient and owner (specifying levels of assistance, intended uses for funds, matching requirements, general program requirements, repayment and recapture procedures, requirements for occupancy by low- and moderate-income households if rental property, etc.).
- Evidence of liens to secure loan.
- Documentation of contractor solicitation and selection.
- Documentation of rent affordability, where applicable.
- A copy of executed construction contract, with all necessary provisions.

- Documentation of compliance, as applicable, with historic preservation, flood insurance, lead-based paint, Davis-Bacon, relocation/anti-displacement, and other relevant program rules.

- Evidence of the subrecipient's periodic on-site inspection and sign-off on rehabilitation work, including final inspection.

- Copies of all change orders, with proper authorization.

- Records of disbursements made for completed and approved work. (In regard to this last item, a subrecipient must ensure that the data in its project files agree with its financial records.)

For each type of activity undertaken, a subrecipient in consultation with the grantee should determine the comparable data that must be maintained in the individual case files and establish a system for ensuring that every file contains the necessary information. Although the list will vary from activity to activity, each project or case file should include documentation of the **National Objective** being met, the **characteristics and location of beneficiaries,** the **eligibility of the activity,** the **compliance with special program requirements,** the **allowability of the costs,** and the **status of the case/project.**

A subrecipient must also devote attention to implementing an efficient method for compiling **cumulative data** on its activities **for inclusion in periodic reports** required by the grantee. The subrecipient should develop **logs for recording and totaling programmatic data** (by type of activity, for units of service, numbers of beneficiaries, etc.) as cases are initiated and as they progress to avoid searching through all of its individual case files to obtain aggregate statistics every time a progress report is due. The establishment of such logs at the commencement of a CDBG activity, based on the reporting requirements specified by the grantee (see S**ection 5.5** in the following section), can save a subrecipient considerable time and effort over the course of the activity.

With an automated reporting system, it is critical to structure the computer database to permit the collection and manipulation of all data elements (i.e., characteristics of projects and beneficiaries) necessary for the production of currently required reports and reports that may be desired in the future. This requires a careful appraisal of current and anticipated future operations and an assessment of the "interface" between the computer system and the individuals who will input the data and those who will use the generated reports.

5.3 Retention of Records

To avoid monitoring findings and facilitate audit reviews, subrecipients are required to retain their records for extended periods of time, even though an activity may be completed for some time:

- **For all subrecipients:** 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix) (A) and (B), as appropriate:

  In general, **records are to be retained for 4 years** from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer.

5.4 Access to Records

- Representatives of the grantee, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a subrecipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e))

- Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

5.5 Reporting Requirements

A subrecipient's reporting requirements must be specified by the grantee in the Subrecipient Agreement (24 CFR 570.503(b)(2)). These reporting requirements must be consistent with the provisions of 24 CFR 85.40(a) and (e) and 85.41 (c) and (d) for governmental subrecipients or 24 CFR 84.51(a) for non-profit subrecipients.

Although it has broad discretion over the type and frequency of reports, **a typical grantee is likely to request three kinds of reports** from its subrecipients: information on drawdown requests, regular progress reports, and CAPER data.

- As part of a subrecipient's periodic **drawdown requests,** all grantees should require the subrecipient to provide information on the financial status of the latter's operations, which should include (for each activity) the amount of:

    - Funds budgeted.
    - Funds received in drawdowns to date.
    - Funds obligated in most recent period and to date.
    - Funds expended in most recent period and to date.
    - Cash on hand (including program income identified as such).
    - Previous drawdowns requested but not yet received.

- Most grantees will also require regular **progress reports** from subrecipients. These reports generally will be required monthly or quarterly and will usually be designed to **track actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments** as specified in the project schedule and budget portions of the Subrecipient Agreement.

- In addition, grantees will need information from their subrecipients **in connection with the grantee's input to IDIS and for preparation of its CAPER,** which it must submit to HUD. Although for some grantees the information contained in the subrecipient progress reports may be sufficient to satisfy their CAPER needs, others may need to supplement these regular reports with requests to their subrecipients for special reports. In IDIS and in its CAPER, the grantee must provide the following information on each CDBG activity funded:

    - The activity's name, matrix code, description, and location.
    - The National Objective being met.
    - The amount expended during the program year.
    - The total cost of each multi-unit housing and 570.203(b) economic development activity.

- The amount of unliquidated obligations for each public service and planning and administration activity if CDBG funds are not disbursed during the 90 days after the end of the grantee's program year.

- Activity status and specific units of accomplishments, including compliance with the applicable National Objective, during each program year.

- For rehabilitation activities, the CAPER also requires information (organized separately for single-units and each multi-unit property) on:

  - Activity delivery costs expended in carrying out rehabilitation may be included as part of the cost of the rehab activity or may be reported as a separate activity.

  - Number of units proposed and completed.

  - Number of units in each multi-unit structure initially occupied by low- and moderate-income households following rehab.

  - For multi-unit properties, the amount proposed and expended from CDBG, other public, and private sources.

- The CAPER also requires data on:

  - The characteristics of beneficiaries of direct benefit activities (expressed in total households/persons assisted, number of extremely low-income, low- income, and moderate-income households/persons, and ethnic characteristics of beneficiaries).

  - The source and amount of program income received during the program year.

  - Number and total dollar amount of loans outstanding.

  - CDBG-acquired parcels of property to be sold.

  - Households displaced in connection with CDBG activities.

As mentioned in S**ection 5.2 in the preceding section**, a subrecipient should **carefully identify its complete CDBG reporting responsibilities as part of the process of designing its record-keeping system** for CDBG-funded activities.

A final area of reporting not discussed in this chapter concerns **annual audits.** This subject is addressed in detail in **Chapter 7.0.**

Exhibit 5–1: Record-Keeping Checklist for Tracking Activities

- This form should be initiated when grantee awards a subgrant to a subrecipient.
- The date at the top should indicate the last time the checklist was updated.
- This form should be updated after internal project review, after monitoring visits by the grantee, or when key documents are modified or received from/sent to the grantee.

Date Checklist Last Updated: _____

Documents to be Maintained	Document Source		Status		
	Source	Date	Complete?		Location
Project Application			Y	N	
☐ Original Application	☐Subrecipient	__	☐	☐	_
☐ Amendments to Application	☐Subrecipient/Grantee	__	☐	☐	_
☐ Approval of Amendments	☐Grantee	__	☐	☐	_
☐ Notice of Award	☐Grantee	__	☐	☐	_
☐ Correspondence	☐Subrecipient/Grantee	__	☐	☐	_
Pre-Award Documentation			Y	N	
☐ Articles of Incorporation/Bylaws	☐Subrecipient	__	☐	☐	_
☐ Non-profit Determination	☐Subrecipient	__	☐	☐	_
☐ List of Board of Directors	☐Subrecipient	__	☐	☐	_
☐ Authorization to Request Funds	☐Subrecipient	__	☐	☐	_
☐ Authorized Official	☐Subrecipient	__	☐	☐	_
☐ Organizational Chart	☐Subrecipient	__	☐	☐	_
☐ Résumés of Chief Admin. and Chief Fiscal Officers	☐Subrecipient	__	☐	☐	_
☐ Financial Statement and Audit	☐Subrecipient	__	☐	☐	_
☐ Conflict of Interest Statement	☐Subrecipient	__	☐	☐	_
☐ Plan for Compliance with National Objectives	☐Subrecipient	__	☐	☐	_
☐ Lobbying Statement	☐Subrecipient	__	☐	☐	_
Subrecipient Agreement			Y	N	
☐ Subgrant/Subaward Amount	☐Grantee	__	☐	☐	_
☐ Date of Subgrant/Subaward	☐Grantee	__	☐	☐	_
☐ Statement of Work	☐Subrecipient	__	☐	☐	_
☐ Budget by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Schedule by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Standard Provisions Included?	☐Grantee	__	☐	☐	_
☐ Amendments (Dates)	☐Grantee	__	☐	☐	_

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Financial Records				Y	N	
☐	Current Approved Budget	☐Subrecipient/Grantee	__	☐	☐	_
☐	Authorization Letter/Signatures	☐Subrecipient	__	☐	☐	_
☐	Financial Management Systems (accounting books, software, reporting systems)	☐Subrecipient	__	☐	☐	_
☐	Chart of Accounts	☐Subrecipient	__	☐	☐	_
☐	List of Source Documents to be Maintained	☐Subrecipient	__	☐	☐	_
☐	Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance)	☐Subrecipient	__	☐	☐	_
☐	Drawdown Request Forms	☐Subrecipient	__	☐	☐	_
☐	Drawdown Request Reports	☐Subrecipient	__	☐	☐	_
☐	Executed Contracts/Bid Docs	☐Subrecipient	__	☐	☐	_
☐	Board Minutes for Approval of Contracts or Bids	☐Subrecipient	__	☐	☐	_
☐	Copy of Most Recent Audit Report	☐Subrecipient	__	☐	☐	_
☐	Certification of Insurance Coverage/Bonding	☐Subrecipient	__	☐	☐	_
☐	CDBG Payroll Records	☐Subrecipient	__	☐	☐	_
☐	Certified Construction Payroll Records (Davis-Bacon applicable)	☐Subrecipient	__	☐	☐	_
☐	Approved Cost Allocation Plan	☐Subrecipient/Grantee	__	☐	☐	_
☐	Relevant Financial Correspondence	☐Subrecipient/Grantee	__	☐	☐	_
Project Monitoring and Control				Y	N	
☐	Completed Monitoring Reports	☐Grantee	__	☐	☐	_
☐	National Objectives Documentation	☐Subrecipient	__	☐	☐	_
☐	Eligible Activities Documentation	☐Subrecipient	__	☐	☐	_
☐	Activity Status Report (scope, cost, schedule/actual vs. agreement)	☐Subrecipient	__	☐	☐	_
☐	Drawdown Requests/Reports	☐Subrecipient	__	☐	☐	_
☐	Subrecipient Staffing	☐Subrecipient	__	☐	☐	_
☐	Meeting Minutes	☐Subrecipient	__	☐	☐	_
☐	Telephone Log/Notes	☐Subrecipient	__	☐	☐	_
☐	Correspondence	☐Subrecipient	__	☐	☐	_

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Regulatory Compliance File				**Y**	**N**	
☐	HUD Monitoring Results	☐HUD/Grantee	__	☐	☐	__
☐	Real Property Inventory, Management and Change of Use	☐Subrecipient	__	☐	☐	__
☐	Anti-discrimination, Fair Housing, EEO, ADA/504 Certifications	☐Subrecipient	__	☐	☐	__
☐	Procurement, Bonding, Insurance	☐Subrecipient	__	☐	☐	__
☐	Labor Standards	☐Subrecipient	__	☐	☐	__
☐	Acquisition, Displacement, Relocation, Replacement Housing	☐Subrecipient	__	☐	☐	__
☐	Environmental Review	☐Grantee	__	☐	☐	__
☐	Loan Status Reports (Economic Development, Rehabilitation)	☐Subrecipient/Grantee	__	☐	☐	__
☐	Administrative Activities	☐Subrecipient	__	☐	☐	__
☐	Flood Insurance Purchase	☐Subrecipient	__	☐	☐	__
Other Project/Activity Files				**Y**	**N**	
☐	Plans and Specs (rehabilitation, historic preservation)	☐Subrecipient	__	☐	☐	__
☐	Orientation and Training	☐Subrecipient	__	☐	☐	__
☐	Special Case Records	☐Subrecipient	__	☐	☐	__

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements

Review the following examples and indicate whether the approach being taken is adequate or inadequate. Where you feel the approach is "inadequate," explain why and what might be done differently.

1. John Smith, the program director for the CDBG-funded housing rehabilitation activities of Housing Alliance, Inc., worked diligently with his staff to ensure that every case file contained the information specified in the Subrecipient Agreement for necessary records. As a result, in preparing periodic progress reports, Mr. Smith was able to review each case file and be confident of finding all the data necessary to be included in the reports.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

2. Four years had passed since the submission of the grantee's final Consolidated Annual Performance and Evaluation Report detailing Family Support, Inc.'s counseling services. The independent public accountant (IPA) audit performed for Family Support for the time period in question had not included any findings or questioned costs relating to this project. Joanne White, the executive director of Family Support, Inc., consequently directed her staff to discard the records of this CDBG-funded activity.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

3. Delroy Blaise wanted his subrecipient agency to take advantage of the efficiencies of automated data processing for its record-keeping and reporting functions but did not have anybody on his staff with computer expertise. Therefore, he hired a computer consultant who assisted the agency in purchasing a microcomputer, wrote specific software for entering data and generating reports for all the information currently required by the grantee, and trained the staff in its use.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

The answers are on next page.

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements (continued) Answers to questions from preceding page

Each of the three cases on the previous page is an example of a situation where the subrecipient in all probability is in *technical compliance with the requirements* for record keeping and reporting but may not be taking sufficient action to maximize the efficiency of its operations or to avoid future problems.

1. Although John Smith has taken pains to ensure that his agency could provide the grantee with the required report data, the necessity of having to search through each case file each time a report is due might be not an efficient use of his agency's personnel resources.
   Mr. Smith's organization should also have developed summary sheets of the case files and chronological program logs with key characteristics, from which periodic aggregate tallies could be derived much more efficiently.

2. The 4-year retention rule for records might best be viewed as a *minimum.* It is always theoretically possible that an entity like the HUD Office of the Inspector General (OIG) or the General Accounting Office (GAO) may show up to perform an audit after the 4 years have elapsed and request access to such records in support of some questionable costs. Therefore, even after the 4 years, for your own protection, it is probably best to place the records in storage for a year or so rather than to discard or destroy them.

3. When automating record-keeping and reporting functions, a key consideration is **ongoing flexibility.** In this case, because the software was designed specifically for the *current* records/reporting requirements, if the data desired by either the subrecipient or the grantee changed, it is not clear whether the agency had the technical capacity to modify its computer system accordingly. The agency may have been better served if it had purchased a more "user friendly" generic software package that its own staff could learn to modify.

These examples have been included to remind the reader that the requirements contained in this handbook represent **minimum standards** for administrative, financial, and management systems. These minimums should not automatically become your maximums. Although HUD cannot *require* grantees and subrecipients to go beyond these regulatory standards, it is often in your agency's interest to strive for the "best management practice" possible, or to build an extra margin into your systems, in recognition of the fact that there will always be some unexpected demand on these systems or other problems that will arise over time.

CHAPTER 6.0: OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS

Federal regulations mandate that all CDBG-funded activities conducted by grantees and subrecipients must be ***eligible*** and must meet ***one of three National Objectives.*** These requirements form the regulatory backbone of the CDBG Entitlement program while leaving flexibility to localities to adapt the funding to their needs. There are, however, numerous other administrative and program requirements that govern your use of CDBG funds. Some of these fall into the area of prohibitions (for example, not using CDBG funds to conduct political activities). Others outline actions that ***must be taken*** (for example, taking positive steps to assure civil rights, equal opportunity, and fair housing protections).

You may find that, at any given time, some of these requirements do not directly affect your program or your activities. However, in the interest of ***preventing future problems,*** it is always a good idea to familiarize yourself with these sections of the CDBG regulations before you encounter situations where they apply. The consequence of ignorance is rarely bliss. For example, not observing the restrictions regarding lead-based paint, Davis-Bacon labor standards, or relocation requirements can result in very expensive outcomes for your program. By knowing the rules ahead of time, you will be prepared to avoid the problems and the costs of noncompliance and achieve your objectives with minimal difficulties.

This chapter provides an overview of 14 additional administrative and program requirements specified in Subparts J and K of 24 CFR Part 570 that apply to subrecipients as well as grantees. They are:

- Program Income (24 CFR 570.503 and 570.504).
- Programmatic and Budget Changes.
- Civil Rights and Fair Housing; Employment and Contracting Opportunities (24 CFR 570.601, 570.607 and 570.614).
- Labor Standards (24 CFR 570.603).
- Environmental Requirements (with respect to the use of funds, 24 CFR 570.604).
- Historic Preservation.
- National Flood Insurance Program (24 CFR 570.605).
- Floodplain Management (24 CFR Part 55).
- Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606).
- Lead-based Paint (24 CFR 570.608).

- Political Activity (24 CFR 570.207(a)(3)).
- Conflict of Interest (24 CFR 570.611).
- Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a)).
- Suspension and Termination (24 CFR 570.503 (b) (6), 24 CFR 85.43 and 44, and 24 CFR 84.62).

The purpose of this chapter is to outline the specific requirements and areas of responsibility contained in these sections of the CDBG program regulations. For a more complete explanation of the standards and procedures relevant to any particular requirement, you should refer to the regulations themselves, to the Executive Orders or laws cited, and to your written Agreement with the grantee.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Which of your agency's activities may involve or be affected by the 14 requirements summarized in this chapter.

2. Whether any of these requirements might require a change in the way you currently conduct your CDBG-assisted activities, and if so, how.

3. Ways you should adapt your procedures (e.g., through staff training or changes in systems) to comply with the regulations and ensure that none of these requirements will provide a barrier to fulfilling the objectives of your Subrecipient Agreement.

4. What sort of technical assistance might be helpful to you in understanding and implementing the requirements of Subparts J and K of the CDBG regulations.

6.1 **Program Income** (24 CFR 570.503(a), (b)(3) and (7), and 570.504)

- The term **"program income"** means any gross income received by the subrecipient that was directly generated from the use of CDBG funds (24 CFR 570.500(a)). This includes, but is not limited to:

    - Proceeds from the sale or long-term lease of **real property purchased or improved** with CDBG funds.

    - Proceeds from the disposition of **equipment purchased** with CDBG funds.

    - Gross income from the **use or rental of property acquired** by the grantee or subrecipient with CDBG funds, less the costs incidental to the generation of such income.

    - Gross income from the **use or rental of property owned by the grantee or subrecipient that was constructed or improved** with CDBG funds, less any costs incidental to the generation of such income.

    - Payments of **principal and interest on loans made** using CDBG funds.

    - Proceeds from the **sale of loans made** with CDBG funds.

    - Proceeds from the **sale of obligations secured by loans made** with CDBG funds.

    - **Interest earned on program income,** pending the disposition of such program income.

    - **Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income,** where such assessments are used to recover part or all of the CDBG portion of a public improvement.

  Program income does **not** include (except for funds in lump-sum drawdown accounts), the interest earned on cash advances from the grantee or funds held in a revolving loan fund account. Such interest must be returned to the grantee for remittance to HUD.

When income is generated by an activity that is only **partially** assisted with CDBG funds, the income must be prorated to reflect the percentage of CDBG funds used to determine the portion that is program income.

- The **written agreement** between the subrecipient and the grantee will specify whether any program income received by the subrecipient is to be **returned to the grantee or retained by the subrecipient for use in carrying out CDBG activities.**

- If the program income is to be retained by the subrecipient, the **written agreement will also specify what CDBG-eligible activities** the subrecipient may undertake with the program income.

- The receipt and expenditure of program income **must be recorded** by the subrecipient as part of its records of financial transactions.

- When a subrecipient retains program income, such income must be used for any authorized activity **before drawing down additional grant funds** from the grantee, except in the case of a revolving fund. In the case of **program income in a revolving fund**, the subrecipient must use the program income for the activity for which the revolving fund was established, **before** drawing down additional grant funds for that activity.

- **At the expiration of the Subrecipient Agreement,** any program income on hand or subsequently received by the subrecipient must **be returned to the grantee**.

6.2 Programmatic and Budget Changes

The Subrecipient Agreement and/or the grantee's written policies must specify when prior approval of the grantee is necessary for a programmatic or budget change relative to the subrecipient's CDBG-funded activities. For example, prior approval and/or a written amendment to the Agreement usually will be necessary when any of the following are anticipated:

- A revision to the scope or objectives of the CDBG activities, including purpose, location, or beneficiaries.

- The need to extend the period of availability of funds.

- Changes in key personnel when specified in the application package or grant award.

- In non-construction projects, when contracting out a portion of the activity to a third party, unless specified in the application.

- A revision that would result in the need for additional funding.

- Cumulative transfers among direct cost categories or, if applicable, among separately budgeted activities or projects which exceed 10 percent (unless this requirement is waived by the grantee).

- Expenditures on items for which the applicable cost principles (OMB Circulars A-87 and A-122) require prior approval, see 570.200(h) for pre-award/pre-agreement costs.

6.3 Civil Rights and Fair Housing; Employment and Contracting Opportunities

(24 CFR 570.601-602, 570.607)

The Subrecipient Agreement must require the subrecipient to administer its CDBG funds in compliance with the following Federal laws and Executive Orders, and implementing regulations:

- **Title VI of the Civil Rights Act of 1964 (Public Law 88-352 implemented in 24 CFR Part 1):** This law states that 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.

- **Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234):** The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

- **Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107):** This order and its implementing regulations require HUD to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of residential property assisted with Federal loans, advances, grants, or contributions.

Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*.): This law provides that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

- **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*., particularly 42 U.S.C. 6101 *et. seq*., and 29 U.S.C. 794):** This law mandates that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.

- **Section 3 of the Housing and Community Development Act of 1968** (12 U.S.C. 1701u): This section implemented at 24 CFR Part 135 requires that, to the greatest extent feasible, a subrecipient must:

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

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

- **Section 504 of the Rehabilitation Act of 1973, as amended (implemented at 24 CFR Part 135):** This section specifies that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

- **The Americans with Disabilities Act (ADA) of 1990:** This law prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

- **The Age Discrimination Act of 1975, as amended:** This law provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance.

- **Executive Order 11246 (as amended by Executive Orders 11375 and 12086) — Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts:** This order requires that grantees and subrecipients and their contractors and subcontractors agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- **The Architectural Barriers Act of 1968:** The Architectural Barriers Act (ABA) of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards.

6.4 **Labor Standards** (24 CFR 570.603)

- **All laborers and mechanics** employed by contractors or subcontractors on **construction work** in excess of $2,000 and financed in whole or in part with CDBG funds must be paid **"prevailing wages"** that have been determined in accordance with the **Davis-Bacon Act** as amended (40 U.S.C. 276a–276a-5). The Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) also applies to such activities.

- **These labor standards shall apply only to the rehabilitation of residential property if the property contains not less than eight (8) units.**

  Subrecipients are strongly encouraged to consult closely with their grantee during the planning of any construction or rehabilitation projects to assure that all the requisite labor standards will be properly observed. Grantees and subrecipients should pay particular attention to the technical complexities entailed in:

  - Determining whether a project might be subject to Davis-Bacon requirements.
  - Obtaining the appropriate prevailing wage rates and inserting the wage determination and the appropriate labor standards provisions in the contract.
  - Requesting additional wage rate classifications that may not appear on a wage decision.
  - Conducting an adequate pre-construction conference.
  - Monitoring the work-site and contractor/subcontractor payrolls to document compliance with these requirements, including on-site employee wage interviews.

6.5 **Environment Requirements** (24 CFR 570.604)

In their use of CDBG funds, grantees are required to assume responsibility for **environmental review, decision making, and other action** that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly **prohibit subrecipients from assuming the grantee's environmental responsibilities** (see 24 CFR 570.503(b)(5)(i)).

However, under the applicable regulations for any project receiving CDBG assistance, **no party involved with the project, including subrecipients, may commit funds to the project, including incurring project costs, until the grantee completes the appropriate**

environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, **the grantee must first make a formal determination that the activity(ies) is exempt. (**The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

6.6 Historic Preservation

Subrecipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a subrecipient should receive assurances from the grantee that the grantee is in compliance with the Act.

Part of the grantee responsibility requires it to consult with the State Historic Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3) involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic.

If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

6.7 National Flood Insurance Program (24 CFR 570.605)

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. *Note that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).*

6.8 Floodplain Management

Subrecipients should select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order

11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

Note that the guidance relating to environmental requirements is available on the HUD Web site at: http://www.hud.gov/offices/cpd/environment/index.cfm.

6.9 Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606 (b) and (c))

A subrecipient must comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 24 CFR 570.606(b), and 49 CFR Part 24; and (2) the requirements of 24 CFR 570.606(c) and 24 CFR Part 42 governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under Section 104(d) of the HCD Act.

Under the URA and the Plan, the subrecipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. (Failure to issue timely notices may result in unnecessary expenses.)

The Plan also requires the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

Real property acquisition requirements are described in 49 CFR 24, Subpart B.

6.10 Lead-Based Paint (24 CFR 570.608 and Part 35)

CDBG-funded activities, such as the acquisition, construction, or rehabilitation of residential structures, may not use lead-based paint.

Certain requirements apply to the use of CDBG funds for the rehabilitation of a residential property that was constructed before 1978. At a minimum, grantees are required to: (a) notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards; (b) paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made; (c) provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-

approved equivalent; (d) reduce lead hazards as required by the applicable subparts of Part 35; and (e) perform clearance testing, including dust testing, before reoccupancy after all but minimal ("de minimis") amounts of paint disturbances. (See in the following section for details.)

The CDBG regulation at 24 CFR 570.608 states that the following subparts of Part 35 apply to the use of CDBG funds in pre-1978 housing:

- A - (Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property),
- B - (General Lead-Based Paint Requirements and Definitions for All Programs),
- J - (Rehabilitation),
- K - (Acquisition, Leasing, Support Services, or Operation), and
- R - (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities).

Part 35, Subpart A, is called the Lead Disclosure Rule; and Part 35, Subparts B through R, are called the Lead Safe Housing Rule.

Certain properties are exempt from the requirements of the Lead Safe Housing Rule. They include:

- Housing built on or after January 1, 1978;
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks;
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 resides or is expected to reside there;
- Units that have been found to be free of lead-based paint by a certified lead-based paint inspector;
- Units where all lead-based paint has been removed;
- Unoccupied housing that will remain vacant until it is demolished;
- Non-residential portions of mixed-use buildings, except that spaces serving both residential and non-residential uses are covered by the rule;
- Units that are to be rehabilitated without disturbing a painted surface; and
- Units that are subject to emergency repair action needed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage;

For properties that are covered by the Lead Safe Housing Rule, the lead-based paint requirements for rehabilitation depend on the amount of Federal rehabilitation assistance provided. The amount of Federal rehabilitation assistance is the average per unit amount of Federal funds for the hard costs of rehabilitation, excluding lead-based paint hazard evaluation and hazard reduction activities. In calculating this assistance amount, you must consider both the total amount of Federal assistance to be used (including CDBG and other funds) and the hard costs of rehabilitation (including Federal and non-Federal funds). Whenever these two amounts

are not the same, the smaller of the two determines the type and level of lead-based paint requirement. For a structure with more than one dwelling unit, the thresholds are applied against the average amount of Federal assistance per unit or the average hard cost of rehabilitation per unit, whichever is lower.

The following is a general overview of the requirements based on dollar thresholds per year per assisted housing unit:

- **Up to and including $5,000**—notice, provision of pamphlet, paint testing of surfaces to be disturbed or presumption of lead-based paint, safe work practices as part of rehabilitation (except for minimal amounts of paint disturbances), repair any paint that is disturbed, and clearance after the work and before reoccupancy.

- **$5,001–$25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment to identify lead-based paint hazards, interim control or standard treatment of lead-based paint hazards, and clearance.

- **Over $25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment, abatement of lead-based paint hazards, ongoing lead-based paint maintenance, and clearance.

- **Minimal ("de minimis") amounts**—Safe work practices and clearance are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: 20 square feet on exterior surfaces; 2 square feet in any one interior room or space, or 10 percent of the total surface area on an interior or exterior type of component type with a small surface area (e.g., window sills, baseboards, and trim).

- **Pamphlet**—The Protect Your Family From Lead in Your Home pamphlet can be downloaded in English and Spanish from www.hud.gov/offices/lead or www.epa.gov/lead, and single paper copies can be obtained from the National Lead Information Clearinghouse at 1-800-424-LEAD. Persons with hearing or speech impediments may access this telephone number via TTY by calling the toll-free Federal Information Relay Service at 1-800-877-8339.

The in the preceding section description is intended to provide basic information on lead-based paint requirements. Consult the applicable portions of 24 CFR Part 35 (see www.hud.gov/offices/lead) and/or contact the HUD field office for greater detail if you are carrying out an activity subject to these requirements.

6.11 **Political Activity** (24 CFR 570.207(a)(3))

A subrecipient is prohibited from using CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold meetings, candidate forums, or voter registration, provided that all parties and organizations have access to the facility on an equal basis and are assessed equal rent or use charges, if any.

6.12 **Conflict of Interest** (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients, is the procurement regulations located at 24 CFR 84.42 and 85.36. (See 24 CFR 570.611(a)(1).) The second set of provisions is located at 24 CFR 570.611(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the subrecipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
    - an employee, officer, or agent of the subrecipient;
    - any member of an employee's, officer's, or agent's immediate family;
    - an employee's, agent's, or officer's partner; or
    - an organization which employs or is about to employ any of the in the preceding section.
- Require that employees, agents, and officers of the subrecipient neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to subagreements. However, subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- Provide for disciplinary actions to be applied for any violations of such standards by employees, agents, or officers of the subrecipient.

With respect to all other CDBG-assisted activities, the general standard is that no employee, agent, or officer of the subrecipient, who exercises decision-making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds of the activities. Specific provisions include that:

- This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, a designated public agency, or a subrecipient, and to their immediate family members, and business partner(s).

- The requirement applies for such persons during their tenure and for a period of 1 year after leaving the grantee or subrecipient organization.

- Upon written request, exceptions may be granted by HUD on a case-by-case basis, after consideration of the cumulative effect of various factors listed at 24 CFR 570.611(d), and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

6.13 Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a))

A grantee is responsible for ensuring that all CDBG funds under its oversight are used in accordance with all program requirements, and for determining the adequacy of its subrecipients' performance. Accordingly, **the grantee is empowered to make site visits and review program files as necessary to fulfill these responsibilities.**

6.14 Suspension and Termination (24 CFR 570.503(b)(6))

When problems arise in the performance of a subrecipient, the grantee is responsible for taking appropriate actions **for correcting these deficiencies,** including suspending or terminating **the CDBG activities being carried out by the subrecipient (24 CFR 570.501(b)).**

Consistent with 24 CFR 570.503(b)(6), the **written agreement** between the grantee and the subrecipient must specify that suspension or termination may occur if the subrecipient materially fails to comply with any term of the CDBG award, and that the agreement may also be terminated for convenience (also see 24 CFR 85.43–85.44 and 84.62).

Exercise for Chapter 6.0 — Other Administrative and Program Requirements Circle t

he Correct Answer

1. Available program income must be used by the subrecipient before requesting additional grant funds from the grantee.

TRUE FALSE

2. Program income must be used by the subrecipient for the same CDBG-funded activity that generated it.

TRUE FALSE

3. Amendments to the Subrecipient Agreement are only necessary if the amount of the CDBG funding or the period in which it will be available is to be changed.

TRUE FALSE

4. Regardless of the National Objective being addressed by a CDBG-funded public construction activity, in carrying out that activity, a subrecipient must ensure that to the greatest extent feasible, jobs are made available to local low- and moderate-income persons.

TRUE FALSE

5. Davis-Bacon "prevailing wage" standards apply to all CDBG-funded construction or rehabilitation projects.

TRUE FALSE

6. Subrecipients are required to perform an environmental review before incurring any program expenses in connection with a CDBG-funded activity.

TRUE FALSE

7. In areas identified by FEMA as having special flood hazards, the National Flood Insurance requirements apply only to CDBG-funded new construction projects.

TRUE FALSE

8. The "one-for-one replacement" rule for low/moderate-income dwelling units that are demolished as a result of a CDBG-funded project only applies if the unit was occupied at the time that the CDBG project was initiated.

TRUE FALSE

9. In a structure to be rehabilitated that has historic significance and is found to contain lead paint, the lead-based paint abatement requirements take precedence over the historic preservation requirements.

TRUE FALSE

10. If a contractor, who sits on the board of directors of a non-profit subrecipient, offers to donate his time to perform rehabilitation on the subrecipient's homeless shelter, there is no conflict of interest if the contractor is only reimbursed for the cost of materials.

TRUE FALSE

11. A grantee may only perform an on-site monitoring at a time convenient to the subrecipient, and during that monitoring the grantee does not have a right to inspect individual client files.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 6.0 — Other Administrative and Program Requirements (continued)

Answers to questions from preceding pages

1. ***TRUE***. According to 24 CPR 570.504(b)(2), program income on hand must be used before drawing down additional grant funds, **except** in the instance of program income in a revolving fund, in which case the subrecipient must use the program income for the activity for which the revolving fund was established before drawing down additional funds for that same activity.

2. ***FALSE.*** The Subrecipient Agreement must specify whether the subrecipient will be allowed to retain program income (24 CFR 570.504(c)). The Agreement should also specify the CDBG activities for which this program income may be used, which do not have to be the same activities that generated it. For example, the Agreement could specify that program income generated from repayment of economic development loans to for-profit businesses is to be used subsequently for housing rehabilitation loans. On the other hand, the grantee could authorize the subrecipient to keep the income in a revolving fund, in which case it would have to be used for making other economic development loans.

3. ***FALSE***. In addition to changes to the total funding and period of performance, there are a variety of other circumstances under which a formal amendment to the Agreement should be executed. For example, a formal amendment should be made if additional activities are added to the scope of work, funds are substantially re-budgeted among activities, or the performance objectives for a particular activity are modified. Although sometimes incorrectly dismissed as a mere formality, written amendments serve to protect both the grantee and the subrecipient by making explicitly clear what the current expectations and legal responsibilities are for each party to the agreement.

4. ***TRUE.*** A requirement of Section 3 of the Housing and Community Development Act of 1974, as amended, states that it is the responsibility of grantees and subrecipients to make every reasonable effort to ensure that such employment opportunities are created for low- and moderate-income persons within the area.

5. ***FALSE.*** In general, Davis-Bacon "prevailing wage" standards apply only to construction contracts in excess of $2,000 for construction work financed in whole or in part with CDBG assistance. For rehabilitation or new construction of residential properties, a CDBG-financed project is only subject to Davis-Bacon requirements if the property includes eight (8) or more units.

6. ***FALSE.*** Although a subrecipient is not allowed to incur program expenses for a CDBG project before the receipt of environmental clearance, it is the *grantee* that has the responsibility of completing the environmental review, *not* the subrecipient.

7. ***FALSE.*** The National Flood Insurance Program requirements apply to *any CDBG-funded acquisition or construction project (including rehabilitation)* in a community that has had notice from FEMA for more than a year that the project area has special flood hazards.

8. ***FALSE.*** The "one-for-one replacement" requirement applies if the low/moderate-income unit had been *occupiable* and not just if it was actually occupied.

9. ***FALSE.*** Both the lead-based paint abatement and the historic preservation requirements must be satisfied. If the subrecipient cannot comply with both sets of requirements with the available funding, then it cannot assist the unit.

10. ***FALSE.*** Even if the contractor only receives reimbursement for materials "at cost," the contractor will be considered to have a "financial interest" and therefore a conflict would exist. However, the grantee could request that HUD provide an exception in accordance with § 570.611(d) in this type of instance, where the contractor's interest does not include payment for his or her services.

11. ***FALSE.*** In its efforts to fulfill its oversight responsibilities, a grantee is given broad discretion in the establishment of schedules for on-site visits and for examining any program records that it deems necessary for monitoring compliance with CDBG requirements. However, it is good practice to consider the subrecipient's situation when scheduling such a visit, so as not to create too much of an inconvenience.

CHAPTER 7.0: AUDITS

Even if your agency had its own internal sources of funds, you would still want to have some independent review of your financial and program results to let you know whether you were making adequate progress toward your goals and objectives, and that you were not wasting funds. GAO has stated that you, as a subrecipient of the CDBG Entitlement program, share a joint responsibility with your grantee to ensure that Federal program resources are applied "efficiently, economically and effectively to achieve the purposes for which the resources were furnished."[1] The financial and performance audits discussed in this chapter are designed to assure that grantees and subrecipient agencies meet this mutual responsibility and are accountable to the public. In particular:

1. ***Financial audits*** are designed to provide an independent opinion on whether your agency's financial statements present in a fair manner actual operating results in accordance with accepted standards, and whether your agency has complied with specific financial requirements in terms of systems and procedures.

2. ***Performance audits*** provide an independent point of view on the extent to which your agency has faithfully, efficiently and effectively carried out its operations, and achieved the intended results or benefits of its programs.

In general, a formal IPA audit sits at the third rung of a four-rung examination ladder. The first rung corresponds to your own internal bookkeeping systems and procedures that enable you to compile operating results for a given period of time and give you a chance to compare your agency's financial and program results for that period, as a whole, to your goals and objectives. The second rung corresponds to an outside accountant's compilation and review of your operating data for a given period. However, at this level, the review is still informal and may not result in the accountant's formal opinion as to the reliability and accuracy of the results.

The third level of examination, discussed in this chapter, corresponds to the formal IPA audit that must be performed anytime your agency expends $500,000 or more in Federal funds in a year. Its primary goal is to determine whether your agency has adequate systems in place to assure that:

- Goals and objectives are met.

- Resources are safeguarded.

[1] U.S. General Accounting Office, Government Accounting Standards (U.S. Government Printing Office: Washington, D.C., 1988) pp. 1-4.

- Laws and regulations are followed.

- Reliable data are obtained, maintained, and accurately disclosed.

This level of review should always result in a formal opinion of the accuracy and reliability of the data presented as expressed in a management letter.

The fourth level of audit corresponds to detailed evaluations by the GAO or HUD's OIG that are designed to improve the productivity of Federal agencies and programs by identifying and correcting poor management practices among these agencies and their grantees and subrecipients. These types of audits are not discussed in detail here, but, if you are interested, your grantee or local HUD office should be able to provide you with information on GAO and OIG procedures and standards.

This chapter summarizes Federal requirements for IPA audits of subrecipients subject to the provisions of the Single Audit Act. It discusses general audit requirements, internal control and compliance reviews, audit reports, auditor selection and procurement, audit costs, and audit review and resolution procedures. The intent is not only to summarize the procedures necessary to comply with Federal requirements, but also to show that an IPA audit gives you an excellent opportunity to measure the strengths and weaknesses of your program so you can improve your performance.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. *What kind of audit* your agency is required to perform, and whether multiple funding sources are involved (Federal, non-Federal).

2. Based on prior financial reviews or audits, whether you feel your agency has *sufficient control* over its financial situation and its CDBG-related activities.

3. Whether there are any particular *financial or program concerns* you feel should be addressed as part of your next audit.

4. What *files, records, or procedures should be organized and updated* before your next audit, so that the auditor might be more efficient in collecting and organizing the data and giving you important feedback on financial and program results.

7.1 General Audit Requirements

Subrecipients that expend $500,000 or more in total Federal financial assistance [4] in a year are responsible for obtaining **an independent audit** in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 and 85.26. The computation of the total of such assistance includes all Federal funds received by the entire entity, and not just the department or division receiving the CDBG funding. For purposes of determining the amount of Federal assistance expended, all Federal assistance shall be considered, including that which is received directly from a Federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.

If a subrecipient expends **less than $500,000 per year** in Federal financial assistance, it is exempt from Federal audit requirements. However, the subrecipient must still have records available for review by HUD, the grantee, or GAO, and there also may be separate state or local laws prescribing additional audit requirements.

If a subrecipient has expended more than $500,000 in a year under *only one Federal program*, the auditee may elect to have a program-specific audit conducted in lieu of a single audit. ***(A single audit is an audit that includes both the entity's financial statements and the Federal funds it has expended.)*** If the subrecipient elects this option, the auditor(s) will perform the compliance testing for the individual grant program in accordance with OMB Circular 133, Subpart B—Audits §_ .235 Program-specific audits.

If a subrecipient in turn provides $500,000 or more of its Federal financial assistance in a year **to another subrecipient**, the providing subrecipient must ensure that this second subrecipient has complied with the relevant audit requirements and applicable laws and regulations. It must also issue a management decision on audit findings within 6 months after receipt of the audit report and ensure that the subrecipient takes appropriate and timely corrective action (see OMB Circular A-133, Subpart D, §_ .400 Responsibilities, paragraph [d]).

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[4] "Federal financial assistance" means assistance provided directly by a Federal agency to a recipient or a subrecipient or through a recipient to a subrecipient to carry out a program or activity. Such assistance may be in the form of:

- Grants.
- Loans.
- Contracts.
- Cooperative agreements.
- Loan guarantees.
- Property.
- Interest subsidies.
- Insurance.
- Direct appropriations.
- Other non-cash assistance.

Subrecipients will be responsible for providing the auditor with a summary schedule of any prior audit findings, whether corrective action was taken, and the status of corrective actions not yet completed.

7.2 Internal Control and Compliance Review

The Single Audit Act requires, among other things, that the independent auditor determine and report on whether the organization or governmental entity has **internal control systems** to provide reasonable assurance that it is managing its Federal assistance programs in compliance with applicable laws and regulations. (See also OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (c).) The auditor will perform tests of these controls to evaluate the effectiveness of the design and operation of the policies and procedures in preventing or detecting material noncompliance.

The auditor will also conduct **compliance testing.** (OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (d).) For the CDBG program, the auditor will examine a sample of transactions to determine whether:

- The amounts reported by the subrecipient as expenditures were for allowable services, and the records show that those who received benefits or services were eligible to receive them.

- Applicable limitations (such as ceilings on administrative costs, or funding for public services, as well as allocations for activities to principally benefit low- and moderate- income individuals) were met.

- The subrecipient's financial reports and claims for advances and reimbursements contain information that is supported by the books and records from which the basic financial statements have been prepared.

- Program income received was properly recorded and used before drawing additional grant funds.

- The expenses claimed by the subrecipient are in accordance with the applicable cost principles and uniform administrative requirements.

7.3 Audit Reports

Following the completion of the audit, an audit report must be prepared. (See OMB Circular 133, Subpart E--Auditors, §__.505 Audit reporting.) The audit report must contain at least the following (assuming that it is a single audit as opposed to a program-specific audit):

- **An opinion as to whether the subrecipient's financial statements** are presented fairly in all material respects, and **an opinion as to whether the schedule of expenditures of Federal awards** is presented fairly in relation to the financial statements taken as a whole.

- **A report on the subrecipient's internal control related to the financial statements and major programs.** The report would be expected to identify the significant internal accounting controls and those controls designed to provide reasonable assurance that Federal programs are being managed in compliance with applicable laws and regulations.

- **A report on compliance containing:** an opinion as to whether each major Federal program was being administered in compliance with applicable laws and regulations; a statement of positive assurance for those items tested; negative assurance for those items not tested; a summary of all instances of noncompliance; and, identification of total amounts questioned.

- **A schedule of findings and questioned costs,** where applicable.

The audit must generally be completed within 9 months after the end of the audit period and the report submitted within 30 days of receipt of the auditor's report(s). The subrecipient shall submit to the Federal clearinghouse designated by OMB the data collection form used in the audit along with a copy of the reporting package. It shall also submit a copy of the reporting package to HUD and the grantee.

A subrecipient should maintain copies of audit reports on file for a minimum of 4 years from the date of their issuance. Similarly, the subrecipient should ensure that its auditor maintains copies of the audit work papers for a minimum of 4 years from the date of the report issuance. If there remain unresolved audit issues at the end of this 4-year period, the subrecipient should notify the auditor in writing to extend the retention period.

7.4 Auditor Selection/Procurement

In arranging for audit services, subrecipients must follow the procurement requirements found in 24 CFR 85.36 or 24 CFR 84.41-48, as applicable. Small audit firms and audit firms owned and controlled by minorities or women must have the maximum practicable opportunity to participate in audit contracts.[5]

[5] See OMB Circular A-133, §__.305.

In requesting proposals for audit services, the objectives and scope of the audit should be made clear. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control review, and price.

7.5 Audit Costs

The costs of audits made in accordance with the applicable regulations are allowable charges to Federal assistance programs. These charges can be treated as either a direct cost or an allocated indirect cost. In regard to the latter, the percentage of costs generally charged to Federal assistance programs for a single organization wide audit should not exceed the percentage that the subrecipient's Federal funds represent of total funds expended by the entity during the applicable year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual costs.

7.6 Audit Review and Resolution

As noted in the preceding section, the reports from any independent audits must be forwarded by the subrecipient to the grantee (in its role as the entity providing the funds), who will review all such reports to determine whether they meet all relevant standards and are acceptable.

A subrecipient must establish a system to ensure a ***timely and appropriate resolution*** to audit findings and recommendations. This system must address both independent audits performed relative to the Single Audit Act and audits completed on the subrecipient's operations by the HUD OIG, GAO , or other governmental bodies.

A subrecipient's first step in the resolution of an audit is the preparation of its "Management's Response" to the findings and recommendations contained in the audit report. In its response, the subrecipient should provide:

For findings/recommendations with which the subrecipient agrees:

- Information on the actions it has taken (or plans to take) to correct the specified noncompliance or financial system deficiencies.

For findings/recommendations with which the subrecipient does not agree:

- The basis (including relevant documentation) for the subrecipient's belief that an audit finding or recommendation is inaccurate or inappropriate.

Typically, the Management Response is due within 30 days from the subrecipient's receipt of an audit report. If, in its Management Response, the subrecipient disagreed with any of the audit findings or recommendations, the grantee will re-examine the points in question to determine whether any revisions to the report's findings/recommendations are warranted. It will then issue a Management Decision concerning the finding or recommendation.

For those audit findings and recommendations with which the subrecipient agrees, and for any disputed findings or recommendations in which the subrecipient's challenge is not upheld (in the grantee's management decision), the next step in the resolution process is the implementation of procedures to prevent the deficient conditions from re-occurring. In general, action to correct findings or to implement recommendations must be completed within 1 year of the issuance of the audit report. The grantee may perform a site visit or require documentation that the corrective action procedures have been implemented, or may require the subrecipient's independent auditor to report whether the subrecipient has implemented the prior year's corrective action and/or recommendations.

A **"repeat finding"** (a deficiency or area of noncompliance which appears in more than one successive audit for a subrecipient) will be viewed very seriously by a grantee and can often result in special conditions being attached to the subrecipient's CDBG funding or other sanctions.

Occasionally, the findings from an audit will result in **"questioned costs."** A subrecipient's costs associated with its CDBG funding may be questioned for the following reasons:

- There is inadequate documentation to support the expenditure or the amount of cost charged to the grant.

- The expenditure does not appear to be related to the grant project.

- The cost was incurred outside the effective period of the Subrecipient Agreement or was a program expense incurred by the subrecipient before environmental review clearance was achieved.

- The expense is unallowable under the program regulations and applicable cost principles.

- The cost required the prior approval of the grantee, and no prior approval was obtained.

To resolve a questioned cost, the subrecipient must:

- Provide the missing documentation to support the expenditure and amount.

- Offer detailed explanation of how the cost relates to the grant program.

- Seek retroactive approval for an expense that required prior approval (which the grantee may or may not give).

If a subrecipient is not able to resolve a questioned cost to the satisfaction of the auditor and/or grantee, the expense will be **disallowed.** A disallowed expense for which Federal funds were originally used must be reimbursed from non-CDBG/non-Federal funds. On occasion, such reimbursements can be repaid on a payment schedule negotiated with the grantee or the other relevant officials (e.g., HUD/OIG representatives).

Exercise for Chapter 7.0 — Audits Circle t

he Correct Answer

1. A non-profit subrecipient that has expended $35,000 in Federal financial assistance in a year from multiple Federal programs must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for each Federal award.

   (c) Either (a) or (b).

   (d) No audit is required.

2. A non-profit subrecipient that has expended a total of $550,000 in Federal financial assistance in a single year, but only from one Federal program, must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for the Federal award.

   (c) Either (a) or (b).

3. Which of the following are necessary components of a financial audit report under the Single Audit Act?

   (a) An organizational chart or description of the entity's organizational structure.

   (b) Financial statements and schedule of Federal assistance.

   (c) An inventory of non-disposable property.

   (d) An itemization of personnel positions and salaries.

   (e) An evaluation of internal control systems.

   (f) A report on compliance.

   (g) An assessment of the entity's efficiency and effectiveness in its operation of the Federal program(s).

4. A subrecipient may procure independent audit services from any source of its choosing.

TRUE FALSE

5. Cost considerations must be the dominant factor in the selection of auditors.

TRUE FALSE

6. Since the Single Audit Act mandates a single audit for non-profit subrecipients that expend a total of $500,000 or more in a single year from multiple Federal programs, the non-profit can charge the full cost of the audit to those Federal programs.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 7.0 — Audits (continued) Answers to questions from preceding pages

1. "(d)." No audit is required because the subrecipient expended less than the $500,000 in total Federal assistance that triggers the requirement for an audit.

2. The subrecipient may have either type of audit. 3.

   "(b)," "(e)," and "(f)."

4. ***FALSE.*** Subrecipients must follow procurement rules in either the Federal Acquisition Regulation or in 24 CFR Parts 84 and 85, as applicable.

5. ***FALSE.*** Cost should only be a selection factor when the other selection criteria such as the qualifications and independence of the firms being considered have been met.

6. ***TRUE.*** Since the audit is a mandated Federal requirement, the Federal programs can pay the full cost of the audit.

CHAPTER 8.0: CLOSEOUT

It would be nice if the closeout process for completing your activities under a Subrecipient Agreement were as simple as closing out a bank account or making a final payment on a mortgage. Unfortunately, closeout procedures can be somewhat drawn out, depending on the complexity of the activities undertaken and the nature of any contingent assets or liabilities which may survive the completion of your CDBG-funded activities.

What this means is that your agency may remain "on the hook" (i.e., responsible) despite having completed all requirements under its Agreement and despite having paid/received all accounts due. ***The key to closing out your activities effectively is "clarity."*** Clarity can only be achieved if you have carefully and fully documented all of your financial and program activities up to the point of closeout. The weaker your documentation, or the more complicated your program, or the longer time that has elapsed over the life of the Agreement, the more difficult it may be to achieve a resolution of closeout issues to the satisfaction of both your agency and the grantee.

This chapter is designed to help you understand the closeout process with respect to:

- General issues that must be addressed.
- Specific closeout procedures typically undertaken by subrecipients.
- Adjustments made to account for final costs, cash, and other asset balances.
- Continuing subrecipient responsibilities mandated by Federal regulations.

By knowing these ahead of time, you can *take appropriate steps now* to assure that you and the grantee are fully aware of the likely issues to be addressed during the settlement process. You can also clear up any documentation problems that may hinder your ability to finalize activities and deliverables under your Subrecipient Agreement.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether any of your CDBG-funded activities may be ready to closeout, and what their status is.

2. Whether your financial and progress reports are up-to-date and accurately reflect the completion of your work under the Agreement.

3. Whether there are any outstanding monitoring issues (findings or concerns) that have not been resolved to the satisfaction of the grantee.

8.1 Overview

The closeout of a Subrecipient Agreement is the process by which the grantee determines that all required work under the Agreement has been completed. This means that all financial, administrative, and performance issues related to the activities undertaken by the subrecipient have been resolved to the satisfaction of both the grantee and the subrecipient.

The Federal regulations applicable to the CDBG program include few specific requirements relative to the closeout of subrecipient projects. The lack of specific Federal requirements means that there will be some variation in closeout procedures among communities. Nonetheless, many grantees, through the incorporation of appropriate language in their Subrecipient Agreements, require their subrecipients to follow closeout procedures that are similar to the ones that the grantees themselves must follow pursuant to 24 CFR 570.509. The following section describes the general process detailed in 24 CFR 570.509 that is often used by grantees as a standard for the closeout of subrecipients.

8.2 Closeout Procedures

A grantee will usually initiate closeout procedures relative to a subrecipient when:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the grantee has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the grantee usually will require the subrecipient to provide final versions of all financial, performance, and other reports that were a condition of the award. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income).
- A final request for payment.

- A final inventory of property in the subrecipient's possession that was acquired or improved with CDBG funds.

Although an alternate deadline may be established by the grantee, frequently these reports are due within 90 days of the expiration/termination of the Subrecipient Agreement or notification by the grantee. The grantee generally will also require the subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report.

Based on the information provided by the subrecipient in these final reports and other relevant information, the grantee may execute a closeout agreement with the subrecipient that specifies:

- Any closeout costs or contingent liabilities subject to payment with CDBG funds after the closeout agreement is signed.

- The amount of any unused CDBG funds (see Section 8.3 regarding the disposition of these funds).

- The subrecipient's responsibilities after closeout (see Section 8.4).

- Other provisions appropriate to any special circumstances.

8.3 Cost and Cash Adjustments (24 CFR 570.503(b)(7))

Upon receipt by the grantee of the reports referred to in Section 8.2 in the preceding section, the grantee will make upward or downward adjustments to the subrecipient's allowable costs. The grantee should make prompt payment to the subrecipient for any outstanding allowable reimbursable costs.

Pursuant to 24 CFR 570.503(b)(7), the Subrecipient Agreement must specify that any grant funds that are remaining in the subrecipient's possession at the expiration or termination of the agreement must be refunded immediately to the grantee. Similarly, any accounts receivable must be transferred to the grantee.

According to 24 CFR 85.52 (which specifically applies to subrecipients that are governmental entities), any funds paid to the subrecipient in excess of the amount to which the subrecipient is finally determined to be entitled under the CDBG program constitutes a debt to the Federal Government. If not paid by the subrecipient within a reasonable period of time, a grantee may reduce this debt by making an offset against other requests for reimbursement from the subrecipient by withholding advance payments or by other action permitted by law.

8.4 Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

Exercise for Chapter 8.0 — Closeout Circle

the Correct Answer

1. On the date that its Subrecipient Agreement with the Midtown Community Development Agency expired, the non-profit Family Services Organization submitted final performance, financial status, and inventory reports, and a final request for payment. Once the final payment is received from the grantee, can this subrecipient consider itself "closed-out"?

YES NO

2. Although its CDBG-funded $500,000 housing rehabilitation effort over the last year had not yet been audited, when the funds were fully expended and assisted units completed, the Mica City Housing Authority submitted its final reports to the Mica City CD Office and received certification that the grantee considered its program to be closed-out. Must the Mica City Housing Authority still arrange for an audit of its CDBG funds?

YES NO

3. As a subrecipient under Central County's CDBG program, the city of Lobos had implemented a public facilities effort aimed at removing architectural barriers, with the municipality agreeing in the Subrecipient Agreement to match the CDBG funds in the project on a dollar-for-dollar basis with city funds. The project had been formally closed out by the time that the city contracted for an IPA audit of this activity. The completed audit, however, revealed that the final costs of the public facilities effort and the amount contributed as the city's match against the CDBG assistance were less than the figures previously submitted by Lobos in its final reports for closeout. Can the grantee still disallow some of the expenses covered with CDBG funds?

YES NO

4. The subrecipient, Housing Resources, Inc., had been operating a CDBG-funded rehabilitation grant program for low- and moderate-income households. *After closeout,* one of the property owners that had been assisted by the program decided *not* to make the rehabilitated unit, which had been recently vacated, available to a low- or moderate- income tenant, and under the recapture provisions of the program, returned the amount of the assistance (plus an interest penalty) to Housing Resources, Inc. Can Housing Resources keep these funds for its own use?

YES NO

The answers are on next page.

Exercise for 8.0 — Closeout (continued)

Answers to questions from preceding pages

1. ***NO.*** It is up to the grantee to determine when the conditions for "closeout" have been satisfied, consistent with its standard procedures (which should be spelled out in writing for subrecipients). Once these conditions have been met, the grantee should either enter into a closeout agreement with the subrecipient or send written notification to the subrecipient regarding the latter's closeout status along with any special conditions or continuing responsibilities which the subrecipient must satisfy. Until a subrecipient receives such formal notification, it should ***not*** assume that any CDBG activity has been closed out.

2. ***YES.*** The applicable regulations are clear that the closeout of a CDBG award does *not* affect the subrecipient's audit requirements. And, according to OMB Circular A-133, any entity that expends $500,000 or more a year in Federal financial assistance must have an audit completed in accordance with the standards found in that circular.

3. ***YES.*** 24 CFR 84.72 and 85.51 specify that even after closeout of the CDBG project, the grantee has the right to disallow costs and recover funds based on a later audit. In this case, the grantee could choose to reduce the allowable CDBG costs to a level equal to the actual amount of cash match contributed by the city of Lobos.

NO. According to 24 CFR 570.503(b)(7), at the expiration of the Subrecipient Agreement, the subrecipient must transfer to the grantee any CDBG funds on hand and *any accounts receivable attributable to the use of CDBG funds.* The obligations of assisted property owners to reimburse the subrecipient under recapture provisions of a funding agreement would constitute accounts receivable. Therefore, the subrecipient

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the City of Joplin, Missouri, a municipal corporation, hereinafter referred to as "City," and Gator Industrial, a Missouri limited liability company, hereinafter referred to as "the Contractor."

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

DEMOLITION OF THE NAVAL RESERVE BUILDING AND IMPROVEMENTS LOCATED IN, JOPLIN, MISSOURI

The City and Contractor agree to the following:

1. Scope of Work. If there is any conflict between this Agreement and the bid package / RFP, this Agreement will control. The contractor will perform the following scope of work to the City's satisfaction:

a. Remove the buildings and contents, and flagpoles. Do not remove the west concrete slab, but strip the concrete slab of all floor covering and mastic. Remove footings 30 inches below finish grade. Remove all four raised courtyard area concrete stem walls, flush with existing slab. Remove east 45'x 155' raised concrete slab and raised dirt area. Remove the north walkway. Remove the concrete steps and walkways. Leave east sidewalk along Schifferdecker Street.

b. Contact Empire District and remove entry wire and utility pole on the north side of the building.

c. Locate sewer riser and cap off. Cap off two sewer risers on east side of building.

d. Disconnect the water main and gas main.

e. Remove elevated east dirt area and return to original grade to match existing parking lot elevation.

f. Finish grade with 4 inch minimum, black dirt, and seed with 5 Star Fescue at manufacturers recommended rate of application.

g. An Asbestos Inspection Report from Mid-America Environmental Solutions was included as part of the bid document and asbestos removal by a certified asbestos specialist is required. Documentation of proper removal and disposal must be provided before final payment. General Consultant retains all salvage rights and is responsible for disposal of all debris in accordance with Local, State, and Federal requirements.

h. Secure site at the end of each day with temporary construction fencing and warning signs.

2. Price. The Contractor agrees to perform all work hereunder for the contract price not to exceed **One Hundred Forty Thousand and 00/100 Dollars ($140,000.00).**

3. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any

applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

4. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. 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.

5. 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 – City Attorney, 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, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least

Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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.

6. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Forty Thousand and 00/100 Dollars ($140,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

8. 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.

9. 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 0, General Requirements and Provisions, Section 000700, Contractor (or surety) shall be liable to the City in the amount of $1,000.00 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.

10. 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.

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

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

13. 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.

14. Liability and Indemnity.

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

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

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

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

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

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

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

15. 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.

16. 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.

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

a. This Contract
b. All Change Orders
c. Bid Package / RFP #2016-01
d. Asbestos Inspection Report dated August 4, 2010 generated by Mid-America Environmental Solutions
e. Contractor's bid and response to RFP
f. City of Joplin Standard Specifications (11-11-2014 Revised Edition)
g. Performance Bond
h. Payment and Material Bond

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Forty Thousand and 00/100 Dollars ($140,000.00), said amount being subject to any approved addenda or change order.

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

19. 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.

20. 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..

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

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

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

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

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

24. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

25. 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.

26. 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.

27. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of

the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CONTRACTOR:
GATOR INDUSTRIAL, LLC

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

_____
Samuel L. Anselm, City Manager

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of Joplin, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over $5,000. RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over $5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 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 assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285.525 through 285.550 and 292.675 RSMO, City requires the following bid and contract documents:

1. Affidavit for Contracts over $5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Affidavit for any Public Works Project Contract – Effective 8-28-2009, Company shall comply with the provisions of Section 292.675 R.S.Mo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample*

The City of Joplin encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Human Resources Department at 417- 624-0820 ext 423.

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ *(Name)* who is _____ *(Title)* of _____ *(Name of company),* a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

_____
Signature

Print Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____

Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For Any Public Works Project Contract
Effective August 28, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ *(Name)* who is _____ *(Title)* of _____ *(Name of company),*(a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

_____
Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____

Company ID Number:

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E- Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print) | Title

Electronically Signed | **01/01/2009**

Signature | Date

Verification

Department of Homeland Security – Division

USCIS Verification Division

Name (Please type or print) | Title

Electronically Signed | **01/01/2009**

Signature

Sampl
E-Verify
Electronic Signature
Understanding - MOU

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and_____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of _____Dollars (_____) to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Joplin, Missouri, for:

DESCRIPTION OF JOB PER IFB #

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, it's or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Joplin, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be voided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Joplin, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Joplin, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Joplin, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

By: _____

_____

Surety: _____

By: _____

Approved as to Form:

_____
Peter Edwards, City Attorney

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS that **(_____)** as principal and _____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of _____Dollars (_____) to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Joplin, Missouri, for:

DESCRIPTION OF PROJECT per IFB#

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work aforedescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be voided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Joplin, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the City of Joplin, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

By: _____

_____

Surety: _____

By: _____

Approved as to Form:

_____
Peter Edwards, City Attorney

PARKS BUILDING DEMOLITION

#2016-01

February 15, 2016 10:00 AM

CONTRACTOR	BASE BID	ALTERNATE #1	ALTERNATE #2
Big Johns	$250,000	$245,000	$240,000
Jordan	170,000	140,000	$150,000
Dalton/Pilliger	151,065	165,053	$165,053
Wheeler	205,000	195,000	190,000
Vaughn	227,700	Deduct 9,500	Deduct 6,500

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: March 21, 2016
ITEM: Council Bill 2016-603 approves the agreement between the City of Joplin and Gator Industrial LLC/Jordan Disposal for the demolition of naval reserve building and containing an emergency clause.

ATTACHMENTS: Council Bill No. 2016-603, Bid Tab Sheet; Contract

DEPARTMENT HEAD:	Scott Garrie	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

SUMMARY:
This Council Bill awards the bid to Gator Industrial LLC/Jordan Disposal for the demolition of the naval reserve building located in Schifferdecker Park, using Parks/Stormwater Tax funds in the amount of $140,000.

DISCUSSION:
The naval reserve demolition was identified and approved as a parks/stormwater tax project. The facility is currently in disrepair and requires the removal of asbestos from the facility prior to demolition. This bid award includes both the removal of asbestos and the demolition of the building. An advertisement for bids was published in the Joplin Globe with bids being received on February 15, 2016. The bid tabulation sheet has been included with this agenda item, and the lowest and best bid was Alternate #1 by Gator Industrial LLC/Jordan Disposal for $140,000.

RECOMMENDATION:
City Staff recommends that the demolition contract be awarded to Gator Industrial LLC/Jordan Disposal in the amount of $140,000 and that be approved on an emergency basis within the meaning of Section 2.12 (6).

COUNCIL BILL NO. 2016–603 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and Gator Industrial LLC/Jordan Disposal for the demolition of the naval reserve structure(s) and clearing of lot located at 1st Street & Schifferdecker Ave. in the City of Joplin, Missouri, for the amount of One Hundred Forty Thousand and 00/100 Dollars (140,000); providing how the cost thereof shall be paid; and containing an emergency clause.

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

Section 1. That the contract with Gator Industrial LLC/Jordan Disposal is hereby approved for the demolition of the naval reserve structure(s) and clearing of City owned lot located at 1st Street & Schifferdecker Ave.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this amount will be appropriated from the Parks/Stormwater Tax Fund.

Section 4. That the City hereby declares that this Ordinance, dealing with a general appropriation, is considered 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 _____, 2016, by a_____vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

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

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 21, 2016

ITEM: COUNCIL BILL NO. 2016-505
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees at Schifferdecker Golf Course.

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. The green fees at Schifferdecker Golf Course were increased by $1.50. However, the corresponding senior green fee was not changed. This ordinance will increase the senior green fee by $1.50 as discussed at the budget work sessions during the fee review.

The fee change will be effective on May 1, 2016.

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

COUNCIL BILL NO. 2016-505 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the parks department.

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $15.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $18.00 per player per 18 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $11.25 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $13.50 per player per 18 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $600.00 per person per year.

b. Senior citizen single annual pass fee shall be $500.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $9.75.

c. A single annual pass with unlimited cart use fee shall be $1,225.00 per person per year, if paid in full. The fee shall be $1,337.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,025.00 per person per year, if paid in full. The fee shall be $1,138.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

e. A student (also known as "junior" or "youth") annual pass fee shall be $90.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass (up to four individuals) fee shall be $900.00 per family per year. A family annual pass with one (1) unlimited cart use fee shall be $1,525.00, if paid in full. The fee shall be $1,634.00 per family per year, if paid in installments. The fee for an additional unlimited cart use shall be an additional $575.00 per person per year, if paid in full. The additional unlimited cart use shall be an additional $682.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for leagues.* The green fees for league play shall be $9.75. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(6) *Summer season passes.* The summer season pass fee (25 play pass) shall be $320.00 per person. The pass may be used by such person to play 18 holes of golf twenty-five (25) times.

(7) *Nine-hole twilight green fee.* The nine-hole twilight green fee shall be $9.75 on weekdays and $12.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(8) *Pull cart rental.* The pull cart rental charge shall be $2.50 per day.

(9) *Power cart rental.* The power cart rental charge shall be $12.00 per 18 holes per seat. The power cart rental charge shall be $6.75 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such "specials" shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, "Student", "Junior", or "Youth" shall mean any person under the age of 18."

Section 2. That this ordinance shall become effective on May 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 21, 2016

ITEM: COUNCIL BILL NO. 2016-506
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain language related to cemetery fees.

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. After further review, the parks department has determined that the established time for overtime fees should be changed from 4:00 p.m. to 3:00 p.m. to better coordinate with the work schedules of the cemetery. This will allow for a better recovery of the payroll costs associated with providing these services.

The fee language change will be effective on May 1, 2016.

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

COUNCIL BILL NO. 2016-506 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has established times for overtime fees; and,

WHEREAS, the Council of the City of Joplin desires to change the time for overtime fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space…….$500.00
(2) Grave opening/close…….$400.00
(3) Grave opening/close-Infants……..$100.00
(4) Grave marker (*cost per square inch)……..*$0.35
(5) Cremains …….$125.00
(6) Cremains including set up…….$200.00
(7) Columbarium-Single niche, includes opening/closing and some engraving…..$750.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving……$1,000.00

(B) An additional charge of $100.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 3:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $100.00 for each additional hour.

(C) City council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on May 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 21, 2016

ITEM: COUNCIL BILL NO. 2016-507
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Public Works Director: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain language related to utilities.

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. The language for the sewer connection fee was inadvertently reversed between district sewer and public sewer. This ordinance changes 1(a) to district sewer and 1(b) to public sewer to ensure the appropriate terminology for the related fees.

The fee language change will be effective on May 1, 2016.

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

COUNCIL BILL NO. 2016-507 ORDINANCE NO.

AN ORDINANCE repealing Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin desires to make language changes to help ensure effective and efficient operations.

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

Section 1. That Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, be repealed and a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 7. Building Sewers

Sec. 118-235. Permit fee, connection fee, and other sewer fees.

(1) *Fees.*

(a) A sewer reconnection permit and inspection fee of $75.00 shall be charged for any district sewer reconnection service.

(b) A sewer reconnection permit and inspection fee of $100.00 shall be charged for any public sewer reconnection service.

(c) A sewer new connection permit and inspection fee of $200.00 shall be charged for an inside the city new sewer connection service or $300.00 shall be charged for an outside the city new sewer connection service.

(d) An additional connection fee of $1,500.00 shall be charged for each inside the city public sewer tap or $2,500.00 shall be charged for each outside the city public sewer tap, which fee shall be in consideration of the perpetual rights to the use of the public sewer system by the applicant and his successors in interest, however, subject to the conditions, restrictions and

limitations contained in the permit issued therefore. Whenever any person connects with a sanitary sewer and pays a fee, a sanitary sewer tax or special tax bill for constructing a sanitary sewer that is legally levied, and in case his property that is so connected with a sanitary sewer is placed in another sewer district or joint sewer district, he shall be required to pay his proportionate part for constructing the sewer. The previously paid fee shall then be refunded.

(e) There shall be an additional fee of $175.00 as determined by the director of public works when sewer connection work as described in this section is performed on concrete and/or clay pipes.

(f) There shall be an additional sewer riser locate permit fee of $30.00 for city personnel to inspect or locate a sewer connection point to the city sewer main."

Section 2. That this ordinance shall become effective on May 1, 2016.

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

_____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-604
Originating Department: CITY MANAGER'S OFFICE

Attachments: 1) Council Bill 2016-604
2) Contract Amendment and Change Order Policy - Attachment A

Department Head: Sam Anselm
Director of Finance: Leslie Haase
City Attorney: Peter C. Edwards

Recommended Action: Approval of Council Bill 2016-604 for the purpose of establishing a written policy for contract amendments and change orders.

Background: In August of 2015, the Auditor of the State of Missouri presented their recommendations following an audit of the City of Joplin. One of the recommendations was to monitor change orders and ensure change orders are adequately supported by documentation, approved, and work is not performed prior to approval of change orders or notices to proceed with the work.

Discussion: On February 8, 2016, City Council held a work session at which a proposed contract amendment and change order policy was discussed. Representatives of the Tri-State Contractors Association and City Staff made presentations and recommendations to City Council of support for the proposed policy and at the conclusion of the meeting, City Council voted to direct staff to prepare the necessary ordinance to bring this policy back to City Council for formal action.

Recommendation: This policy and Council Bill is presented to council for consideration.

Attachment A

Proposed Contract Amendment and Change Order Policy

The City Council desires to establish a goal of minimizing individual contract amendments or change orders of the original contract, but recognizes that special situations can develop that may warrant an exceedance of said goal, including the impacts on our citizens that live adjacent to or have to deal with the construction work in their daily lives. In order to expedite this process, the City Council grants authority to the City Manager or his designee to approve or deny any proposed amendment or change order associated with contracts approved by the City Council of the City of Joplin. The City Manager's authority under this change order policy, with respect only to change orders, is exempt from the purchasing authorization limits contained in Ordinance 2009-015, passed by the City Council on February 2, 2009.

The City Manager is directed to establish and/or amend internal operating procedures that will ensure adequate checks and balances are in place for the proper documentation of all contract amendments and change orders. An annual report to City Council should be prepared that provides a summary of all active contracts that will provide the community with an evaluation of the overall performance of contracted work. The report should contain, at a minimum, the following information:

1. Number of projects awarded, overall amount of awards and percentage relative to overall program budget
2. Number of completed projects, percentage relative to overall project awards, and percentage relative to overall program budget.
3. Original contract award amount, final contract amount and percentage of change.
4. Status of overall program budgets (CIST, Storm Water, TIGER, CDBG, etc.)
5. Overall percentage of "program" completed and anticipated schedule for the remaining projects

Information gathered from this process shall be used to make improvements to all contract administration procedures and policies. Detailed explanations of significant contract amendments and/or change orders shall be provided in the report should any final contract amount exceed the original contract amount by more than:

- 50% for Contracts equal to or less than $100,000
- 30% for Contracts over $100,000 but equal to or less than $2,000,000
- 25% for Contracts over $2,000,000

Scope of work changes for any contract should be within the original contract project limits or should be incidental to the original project such that the benefits to the community of adding or deleting work items is in the best interest of the community and is a fiscally sound modification to the contract.

COUNCIL BILL NO. 2016-604 ORDINANCE NO.

AN ORDINANCE approving a contract change order policy for the City of Joplin, and directing the City Manager to establish internal procedures as necessary to ensure proper checks and balances to change orders are implemented and adequately supported by documentation.

WHEREAS, change orders and contract amendments are essential to the administration and management of the numerous contracts executed by the City; and

WHEREAS, the City Council of the City of Joplin recognizes that it is in the best interest of the community to establish written policies related to the administration and management of the services provided thereto; and

WHEREAS, in August of 2015, the office of the State Auditor recommended the City of Joplin develop a formal written change order policy; and

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

Section 1. That the City of Joplin hereby adopts a change order policy for the purpose of administering and managing contracts, the same being attached hereto and is incorporated herein as "Attachment A."

Section 2. That the City Manager is hereby directed to implement said policy and to establish and/or amend internal procedures to ensure proper checks and balances are in place and adequate documentation that the policy is being followed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney