COUNCIL AGENDA
April 16, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. "Curbside Recycling Solutions-North Middle School" With Students Alayah Clark, Austin Cupp, Trent Forman, Brodie Lane, And Teacher Julie Gubera.

      Documents:

      NORTH MIDDLE SCHOOL POWERPOINT PRESENTATION.PDF

   2. "Curbside Recycling Solutions-South Middle School" With Students Mia Coyne, Caroline Erisman, Chloe Friend And Teacher Heather Van Otterloo.

      Documents:

      READYTORECYLE-SOUTH MIDDLE SCHOOL.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2018-253
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 7414 East 32nd Street in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2018-253 MINUTES.PDF
      CB 2018-253 STAFF REPORT.PDF
      CB 2018-253 SUMMARY.PDF
      CB 2018-253.PDF

8. **Consent Agenda**

   1. Minutes Of The April 2, 2018 City Council Meeting

      Documents:

APRIL 2 2018 - CC MINUTES.PDF

2. Minutes Of The April 9, 2018 Special City Council Meeting

Documents:

APR 9 2018 -SPECIAL COUNCIL MEETING.PDF

3. COUNCIL BILL NO. 2018-252
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property known as the Frederick H. Rodgers House as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 536 N. Wall Avenue in the City of Joplin, Jasper County, Missouri.

Documents:

CB2018-252.PDF

4. COUNCIL BILL NO. 2018-407
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB2018-407.PDF

9. Resolutions

1. RESOLUTION NO. 2018-010
A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2018; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

RS 2018-010 ACTION PLAN FINAL.PDF
RS 2018-010 ACTION PLAN QUICK GLANCE.PDF
RS 2018-010 SUMMARY.PDF
RS 2018-010.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO.2018-113

AN ORDINANCE approving a Work Authorization with Olsson Associates not to exceed the amount of Sixty- Six Thousand and No/100 Dollars ($66,000.00) for engineering services associated with the Engineering Services Design and Bidding Management Services for Phase I Rehabilitation of the Twin Equalization Basins next to the Tin Cup Lift Station; and authorizing the City Manager to

execute and containing an emergency clause.

Documents:

CB 2018-113 TWIN EQUALIZATION BASIN REHAB.PDF
CB 2018-113.PDF
EXHIBIT A JOPLIN ENGINEERING WORK AUTHORIZATION FORM - 20180404.PDF
MAP.PDF
TIN CUP EQUALIZATION BASIN TIMELINE.PDF

2. COUNCIL BILL NO. 2018-114

AN ORDINANCE approving the City of Joplin to enter into an agreement with D & E Plumbing and Heating Inc. for the construction of the Surface Project 4004, in the amount of Two Million Five Hundred Sixty-Nine Thousand Five Hundred Thirty-One and 25/100 dollars ($2,569,531.25); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

BID TABULATION SIMPLIFIED 2018-03-22.PDF
LOCATION MAY EXHIBIT1.PDF
LOCATION MAP LANDSCAPE EXHIBIT2.PDF
SUMMARY SHEET CB 2018-114 D E PLUMBING INC 4004 SURFACE PROJECT.PDF
COUNCIL BILL ORDINANCE 2018-114 D E PLUMBING INC -SURFACE PROJECT 4004.PDF
AGREEMENT - 2018-03-22.PDF

3. COUNCIL BILL NO.2018-115

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Lone Star Blowers, Inc. for the purchase of three (3) Multistage Centrifigal Blowers in the amount of Two Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and No/100 ($222,360.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and amending the Annual budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16,2017 and containing an emergency clause.

Documents:

SUMMARY SHEET 2018-115.PDF
CB 2018-115.PDF
MC AIR BLOWER QUOTE JOPLIN 3000 SCFM UNIT.PDF
BID TAB FORM.PDF

4. COUNCIL BILL NO. 2018-356
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 519 N. Jackson Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Eighty-Two and 00/100 Dollars (3,882.00);

providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-356 BID.PDF
CB 2018-356 PICTURES.PDF
CB 2018-356 SUMMARY.PDF
CB 2018-356.PDF

5. COUNCIL BILL NO. 2018-506
AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Menard, Inc., a Corporation and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-506 SUMMARY TIF FUNDING AGREEMENT.PDF
CB 2018-506 TIF FUNDING AGREEMENT ORDINANCE.PDF
CB 2018-506 EXHIBIT A FUNDING AGREEMENT - MENARDS.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2018-604
AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri

Documents:

CB2018-604.PDF

2. COUNCIL BILL NO. 2018-605
AN ORDINANCE amending Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-252, Rules, to implement certain language changes.

Documents:

CB2018-605.PDF

13. Unfinished Business

14. New Business

1. News And Announcements From Public Information Officer, Lynn Onstot

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

(5) minutes.

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

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

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

The Curbside Recycling Program is Being Under-Utilized, and Not Enough People Know About it.

Alayah Clark
Austin Cupp
Brodie Lane
Trent Forman

Possible Solutions

Reverse Vending Machines

Pros

1. They will convince more people to recycle.
2. They are innovative and they will not cost people any money to recycle.

Cons

1. Loss of money due to excessive use of machine.
2. People might not care at first.

Free Month Trial

Pros

1. Great advertisement
2. It is free

Cons

1. People might use free trial once, and not pay for it.
2. People could get second free month trials from friends and then the city would lose money.

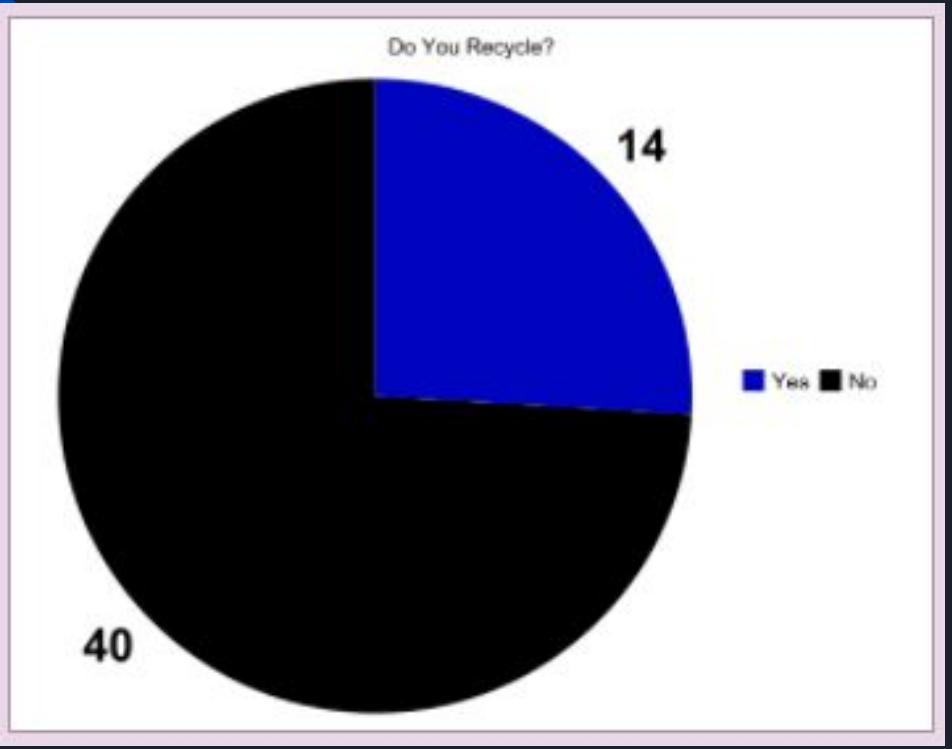
How Our Solution Works

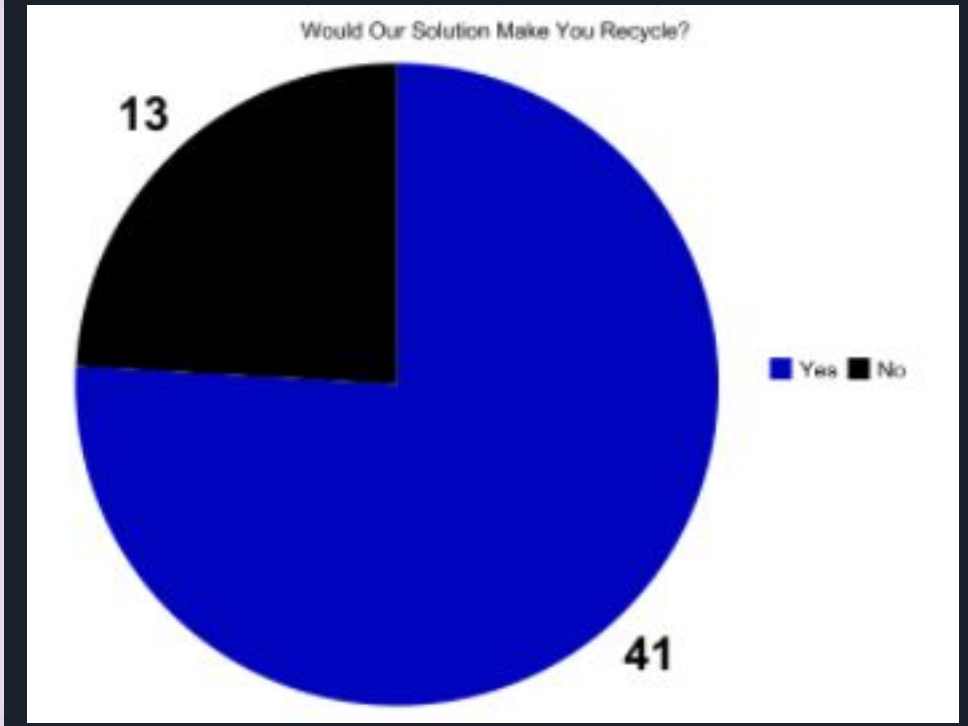
- **Our Solution: District Competition**
  - Competition between the three middle schools (including feeder elementaries)
  - Each school tries to meet a goal of 50 new household sign-ups for curbside recycling service
  - The school(s) that meets the goal of 50 gets a reward-determined by principal
  - The school that has the most new sign-ups will receive recognition from the City Council and reward determined by principal of winning school.
  - We will have forms available at schools for parents to sign up
  - For new sign-ups, they will receive a 10% discount on trash bill for that month (if they sign up using the school)

How to Educate the Schools about this program

- We will create a PSA-type video to inform elementary and middle school students about curbside recycling and play the video for all schools (post video on school website, play video in advisory classes, etc.)

Data Collected





What Would Make You Recycle?

- Making it Free to Recycle
- Making it Easier to Recycle
- Pay less for the Curbside Recycling Service

What are some of the obstacles we will have to overcome if doing this solution?

- We might not get enough people to know about the competition
  - We plan to address by posting this on school websites and sending home flyers with students

Ready to Recycle!



By: Mia Coyne, Caroline Erisman, and Chloe Friend

The Importance Of Recycling

Some people question the reason to Recycle. They just don't care. They don't care that many animals are being driven out of their homes each day because of pollution. They don't care that the atmosphere is being polluted with dangerous gases. If everyone Recycled, though, our home would never be a wasteland. Joplin should Recycle and this is how we can do it.



How to get More People to Participate in the Curbside Recycling Program



Some Ideas Our Group Had Are:

Advertising and marketing through:

- Hosting an Third Thursdays with a recycling theme. A good time might be during April when you can focus on Earth Day. We can sell recycled goods to raise money and encourage people to recycle.
- Putting up posters at places, such as Wildcat Glades and Cunningham Park
- The booths with upcycled things at Third Thursday would have are jewelry, bottle cap art and much more! All of those items will be made from recycled materials.

Third Thursday

Some Plans for the Third Thursday Event Are:

- At the recycling booth we can have activities such as games about what can be recycled and what can be upcycled
- We could put pictures of what happens to the world when not many people recycle which would tug at peoples' heartstrings
- Every person who signs up for recycling at the booth will be entered into a drawing to win a free recycling bin



THIRD
THURSDAY

More Ways to Get People to Participate in the Recycling Program

Another Way We Could Encourage Curbside Recycling:

- We could set up a rewards program.
- We would set a goal for how much recycling is put in the bins as a community and when we reach that goal some of the community establishments, such as Sophie, Blue Moon Boutique, Eagle Drive-In, Instant Karma, etc., can have a discount or a sale on some of their items. If people don't want to participate, they don't have to.
- To make sure that you are a valid candidate for this program you will need to bring your curbside recycling bill in to the establishment
- This rewards and encourages recycling with Curbside.
- We could advertise this on a website.





How To Enforce Our Recycling Solutions:

- We could arrange meeting with the Joplin City Council to arrange the Third Thursday theme plan
- Anybody who wants to create recycled crafts can, and maybe local schools can as well
- At the recycled craft booth, we can draw in children with crafts, and tug on their heartstrings with sad pictures of pollution



How We Will Enforce Our Solution...

Bibliography



www.recycling-guide.org.uk/importance.html
www.usatoday.com
www.wm.com/thinkgreen/what-can-i-recycle.jsp
What is the purpose of recycling? How effective is it? - Updated …
https://www.epa.gov/recycle/recycling-basics
https://www.epa.gov/recycle/recycling-basics
http://www.wiseuptowaste.org.uk/recycle/why-recycle
https://news.nationalgeographic.com/2017/07/plastic-produced-recycling-waste-ocean-trash-debris-environment/
https://www.gov.je/environment/wastereducereuserecycle/whyrecycle/pages/benefits.aspx



PUBLIC HEARING PROCEDURES

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

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

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

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

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

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

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2018-253

Case 015-18: 7414 E. 32th Street – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) – Thomas Christensen.

Mr. Seth Dermott abstained himself from Case 015-18 for the fact that he works with Mr. Tom Christensen.

Thomas Christensen, 7414 E 32nd Street, Joplin, MO. He is the owner of the property and he is acting as the owner/agent representing a buyer for the purchase of this property. The intension of the purchaser is not clear, but they thought C-1 zoning would be an appropriate zoning. They had mentioned retail or possibly an event center. It will be low impact compare to the rest of the neighborhood.

Mr. Duncan asked Mr. Bolander if C-1 zoning covers an event center or something in that category?

Mr. Bolander stated typically not an event center. He would recommend a C-3 zoning for that use. C-1 does allow light retail, the C-1 district is a less intensive commercial district that permits less intensive commercial operations. If the new owners wants an event center, they will have to come back and rezone to C-3. There is currently many mixed zoning districts in this area. Our plan does show heavy commercial and heavy industrial. The proposal does fit within the plan.

Mr. Ramsour asked if Jasper Products building was empty?

Mr. Christensen stated it was not. Mr. Christensen mentioned the gentleman that owns Protein Solutions leases it to Jasper Products and the lease is up in August.

Mr. Ramsour stated it didn't look like it was open.

Mr. Duncan asked if there were any other questions for Mr. Christensen.

Mrs. Steele wanted to verify the zoning request. On the application it shows C-?, but there were discussion for C-1 and C-3 zoning districts.

Mr. Duncan stated that it will be for C-1 zoning.

MRS KOELKEBECK MOVED, SECONDED BY MRS. BRUCKNER-SEARS TO APPROVE CASE 015-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, AND MRS. STEELE VOTING "AYE" AND MR. DERMOTT "ABSTAIN". (6 IN FAVOR, 0 NAYS, 1 ABSTAIN).

Z&P Meeting: April 9, 2018
City Council Meeting: April 16, 2018

STAFF PLANNING REPORT
Rezoning

CASE 015-18 A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial District)

LOCATION 7414 E. 32nd Street

APPLICANT Thomas Christensen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	M-2	N/A	N/A
Land Use	Commercial	Industrial	Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this lot as Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
East 32nd Street	Arterial	50'

UTILITIES Utilities need to be extended to this property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Rezoning this property to Neighborhood Commercial would be consistent with surrounding uses, because there is a mix of zoning districts in this vicinity.

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

Rezoning this property to commercial would be consistent with surrounding uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning will minimally impact surrounding properties.

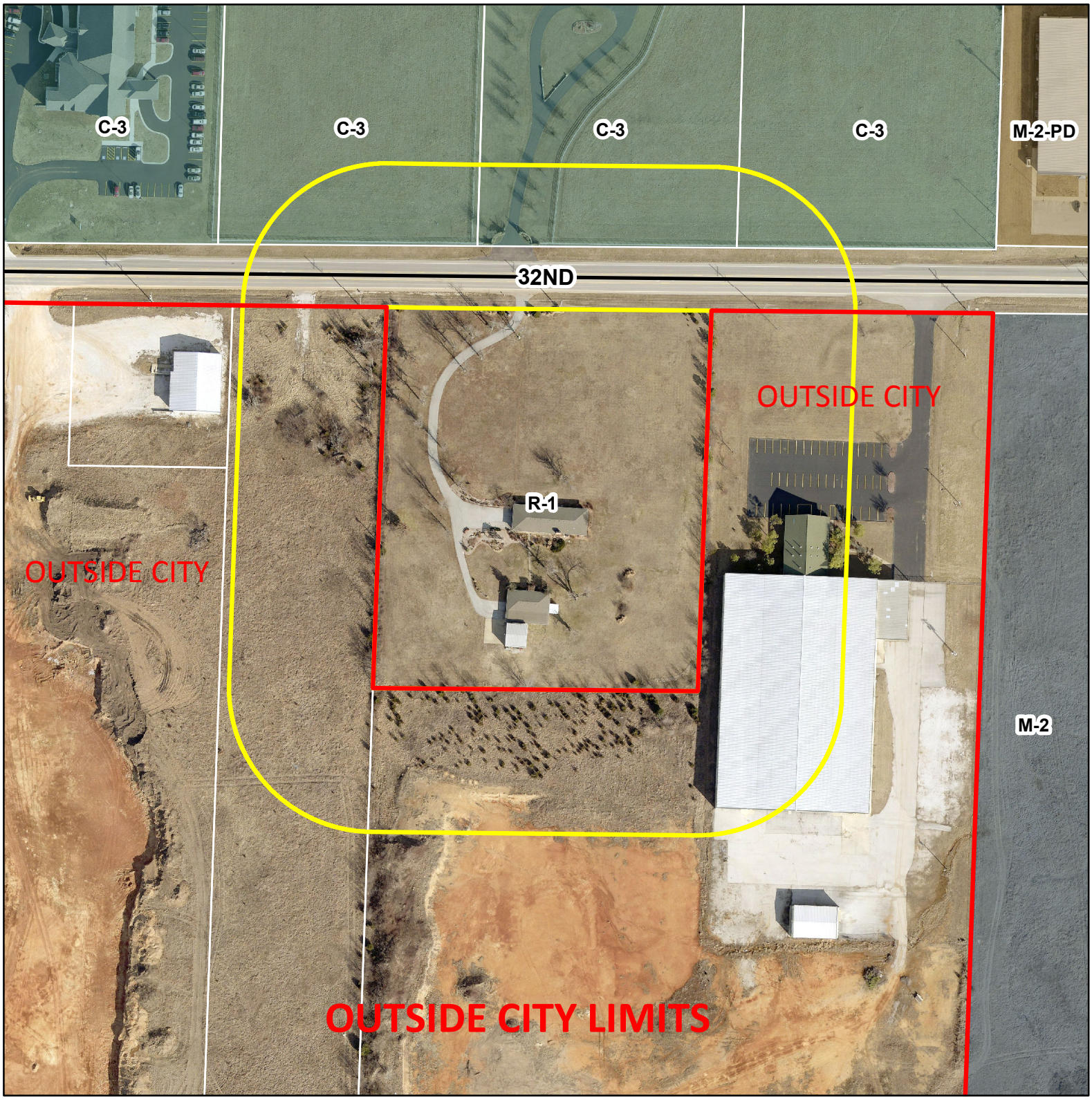
DISCUSSION

The applicant wishes to rezone this property to Neighborhood Commercial (C-1) for the intended use of light retail development. There is currently a house on the property, but no adjacent properties are zoned residential. Based on the Comprehensive Plan, this property is appropriate for the requested zoning.

Staff recommends approval of Case 015-18.

ATTACHMENTS

- Application



0 145 290 580 870 1,160 Feet

Case 015-18: 7414 E. 32nd Street -- A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) -- Thomas Christensen

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2018

Item: COUNCIL BILL NO. 2018-253
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: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 Abstained."

SUMMARY/REQUEST:
Case 015-18: 7414 E. 32th Street – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) – Thomas Christensen.

STAFF SUMMARY:
The applicant wishes to rezone this property to Neighborhood Commercial (C-1) for the intended use of light retail development. There is currently a house on the property, but no adjacent properties are zoned residential. Based on the Comprehensive Plan, this property is appropriate for the requested zoning.

Staff recommends approval of Case 015-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Thomas Christensen, 7414 E 32nd Street, Joplin, MO. He is the owner of the property and his own agent representing a contract for purchase of this property. The intension of the purchaser is not clear, but they thought C-1 zoning would be appropriate. They had mentioned retail or possibly an event center. It will be low impact compare to the rest of the neighborhood.

Mr. Duncan asked Mr. Bolander if C-1 zoning covers an event center or something in that category?

Mr. Bolander stated typically not an event center. He would recommend a C-3 zoning for that. C-1 does allow light retail, it is neighborhood smaller operations. If the new owners want an event center they will have to come back and rezone to C-3. There is a lot of mix zoning out in that area. Our plan does show heavy commercial and heavy industrial. This case does fit within the plan.

PUBLIC COMMENT: None.

P & Z Case 015-18
Thomas Christensen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 7414 East 32nd Street 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-1 and including same in District C-1:

BEG 358.17' W & 41.83' S NE COR NW1/4 NE1/4 S 490' W 418' N 490' E 418' TO POB of SECTION 22, TOWNSHIP 27, RANGE 32, LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MEETING MINUTES

April 2, 2018

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

INVOCATION - read by City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America was led by Mrs. Lewis

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

PRESENTATIONS
Mayor Seibert presented the ***Mayors Monarch Pledge Proclamation*** to Val Frankoski. Ms. Frankoski thanked all those who support this pledge and volunteered their time with this project.

Mayor Seibert presented the ***April as Fair Housing Month Proclamation*** to Doris Carlin with Community Housing Resource Board of Joplin. The winners of the 2018 Fair Housing Poster Contest, sponsored by the Joplin Community Housing Resource Board and the Boys & Girls Club of Joplin, are:

Landon Duke (1st)
Adalyn Osburn (2nd)
Tianna Taylor (3rd) wasn't there but her poster was displayed
Karlie Parker (4th)
Rose Shepherd (5th)
Abigail Meeks (6th)

Mayor Seibert presented the ***2018 National Service Recognition Day Proclamation*** to Shelly Goertz with Independent Living Center. Ms. Goertz stated the focus of this year's recognition is on the senior volunteers over the age of 55 who volunteer with Area Agency on Aging and Senior Centers by delivering meals to the homebound and doing home safety checks.

Recognition of Board/Commission/Committee members who have completed their terms. The following people were recognized for their service to the City of Joplin on

Robert Loudermilk	Airport Board	2011-2017	(present)
Randy Moore	Airport Board	2011-2017	
Gregg Wilkerson	City Tree Board	2010-2017	
Chris Churchwell	Cap. Imp. & Pub. Safety Sales Tax Oversight		2011-2017
Roberta Myers	Library Board	2008-2017	
Charles Parker	Library Board	2011-2017	

Aaron Doll	Parks & Recreation Board	2011-2017	(present)
Kyle Birkinsha	Tax Increment Finance Commission	2011-2017	
Lee Smith	Planning & Zoning Commission	2009-2017	(present)
Candy Gagle	Traffic Commission	2009-2017	(present)
Ryan Jackson	Traffic Commission	2009-2017	(present)

Brent Baker introduced Blake Mertons, VP of Operations and Electric for Liberty Central (formerly Empire District Electric), who presented Liberty's new generation resource plan, deemed the Customer Savings Plan that invests in new wind assets, located regionally while retiring an existing older coal firing plant in Asbury, MO.

Recognition of Outgoing Council Member Miranda Lewis. Mayor Seibert presented Ms. Lewis with an appreciation plaque for her years of service from 2014-2018 as a council member.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Shelby Howard, 2626 Salem, Joplin MO, addressed the city council regarding police officer retention and pay, and to seek an official update and information relating to recent talks of pay and salary levels of public safety employees. City Manager Anselm replied that more discussion is needed regarding these issues and that a future work session will be scheduled to include the newly elected council members.

Allen Shirley, 3520 Alabama, Joplin, addressed the city council to inform them and the public of the 153rd Anniversary of the Assassination of President Abraham Lincoln exhibit at the Joplin Museum April 3-24, 2018.

Gary Kenney, 1148 Lark Rd, Joplin, addressed the council regarding the wind farm proposed by Empire Electric and the closing of the Asbury plant closing.

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

Public Hearing for Resolution No. 2018-008.

Mayor Seibert opened the public hearing.

Leonard Clevenger, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Shaw introduced RESOLUTION NO. 2018-008 -A RESOLUTION granting a Special Use Permit (1st Request) to Leonard Clevenger for the operation of a Bed and Breakfast located 2519 S. Picher Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, second by Mr. West that Resolution No. 2018-008 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Public Hearing for Resolution No. 2018-009.

Mayor Seibert opened the public hearing.

No one appeared in favor of, or opposition to this item.

The public hearing was closed.

Mr. Brown introduced RESOLUTION NO. 2018-009 - A RESOLUTION granting a Special Use Permit (1st Request) to Leonard Clevenger for the operation of a Bed and Breakfast located 2523 S. Picher Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Brown, second by Mr. McCreary that Resolution No. 2018-009 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Public Hearing for Council Bill No. 2018-522

Mayor Seibert opened the public hearing.

Kenneth Meisinger, Joplin, appeared in favor of this item,

Jill Sullivan, 721 N. Sergeant, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. West introduced COUNCIL BILL NO.2018-252-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property known as the Frederick H. Rodgers House as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 536 N. Wall Avenue in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mr. Stanley to place Council Bill No. 2018-252 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

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

Minutes of the March 19, 2018 Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Stanley introduced COUNCIL BILL NO. 2018-112-AN ORDINANCE approving the City of Joplin to enter into an agreement with Bennett, Inc. for the construction of the Yellow Area Projects, in the amount of Two Million, Two Hundred Forty-Three Thousand, Four Hundred Seventy-Four and 75/100 Dollars ($2,243,474.75); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr.

Stanley, second by Mr. Shaw that Council Bill No. 2018-112 be approved on an emergency. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-041.**

Mr. West introduced COUNCIL BILL NO. 2018-408- AN ORDINANCE authorizing the City of Joplin to enter into a developer agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to provide for the development of the Joplin Bungalows in an amount not to exceed Four million dollars ($4,000,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. West, second by Mr. Brown that Council Bill No. 2018-408 be approved on emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-042**

Mr. Shaw introduced COUNCIL BILL NO. 2018-505 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stanley to amend Council Bill No. 2018-505 by removing the section dealing with the IT/GIS position and keeping the portion that amends the city manager's budget for training. Voting in favor of the amendment were Council Members Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Amended Council Bill No. 2018-505.**

Mr. Stanley introduced Amended Council Bill No. 2018-505. Motion by Mr. Stanley, second by Mr. West that Amended Council Bill No. 2018-505 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: McCreary,1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-043**

Ordinances – First Reading

Mr. West introduced COUNCIL BILL NO. 2018-407 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc; authorizing the City Manager or his designee to execute same on behalf of the City. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2018-407 be passed on First Reading and advanced to Second and Third Reading and passed. Voting in favor were Council Members Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2018-407.**

Mr. Shaw introduced COUNCIL BILL NO. 2018-604 -AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park; authorizing the City Manager to execute said Memorandum of Understanding (MOU) and Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2018-604 be passed on First Reading and advanced to Second and Third Reading and passed. Voting in were Council Members Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Abstention: 1, Stanley. The Council Bill was read as **Council Bill No. 2018-604.**

Mr. Stanley introduced COUNCIL BILL NO. 2018-605 - AN ORDINANCE amending Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-252, Rules, to implement certain language changes. Motion by Mr. Stanley, second by Mrs. Colbert-Kean that Council Bill No. 2018-605 be passed on First Reading and advanced to Second and Third Reading and passed. Voting in favor were Council Members: Colbert-Kean, Lewis, Seibert, Stanley, and West, 5. Nays: Brown, McCreary, Shaw, Stinnett, 4. The Council Bill was read as **Council Bill No. 2018-605**.

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

Mr. Stanley introduced Case 005-18: Approximately 1,000 feet East from the intersection of Richard Joseph Blvd West and Richard Joseph Blvd North - A request to Review the Site Plan for the Proposed Menards Home Improvement Store. Motion by Mr. Stanley, second by Mrs. Colbert-Kean to approve Case 005-18. Voting in favor were Council Members Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

News from Public Information officer, Lynn Onstot:
Mark your calendars! The Joplin Recycling Center is holding their Annual Tire Drop Off on Friday, May 4 and Saturday, May 5. Hosted by the Recycling Center and Liberty Utilities – Empire District, automotive passenger tires, with or without rims will be accepted at no charge from Joplin residents, Joplin residential landlords, and Liberty Utilities residential electric customers from 9 am to 3 pm on these days at the Center. Up to ten tires per household will be accepted. Commercial, large truck, tractor, or racecar tires will not be accepted. For more information, contact Mary Anne Phillips, City of Joplin Recycling Coordinator at 417-624-0820, extension 501, or visit the City's website at www.joplinmo.org.

This year's Spring Table Tennis Tournament is a two-day event, encouraging beginning players to participate on the first day. Scheduled for Friday, April 13 and Saturday, April 14, Tournament Director Janus Lazarus is hoping to get more players involved by offering the novice divisions on Friday, April 13. The second day, April 14, will offer a tournament event for all ages. An Exhibition City Challenge is set for 9:30 Saturday morning, as members of the City Council play against staff from the Park & Recreation Department. The tournament will be held at Memorial Hall in Joplin. Admission is free of charge to spectators.

Reminder - Tomorrow is the Municipal Election. Here in Joplin, voters will decide on City Council members and School Board members, as well as a question posed by Jasper County.
We encourage citizens to please take time to vote. Please check out our website at joplinmo.org for more details on these events. Thank you.

Mr. Shaw stated he and Troy Bolander were interviewed by James Rike, a media person from Columbia MO, who has made nearly 50 trips to Joplin to attend major events that have marked a milestone since the tornado.

Mr. Stanley remarked on the upcoming annual table tennis tournament; more players are needed. Mr. Stinnett asked returning council members to be thinking about the Chamber of Commerce contract in light of the change by chamber president Rob O'Brian. Mr. Stinnett also asked about the status of change orders. Mr. Anselm explained the system the engineering technician has developed is still in beta testing mode, and the engineering technician responsible for entering data into the testing system has been unavailable to work on it. Mr. Anselm will keep the council updated on this.

Mr. Brown encouraged everyone to get out and vote tomorrow and that he was pleased it has been a civil campaign. Mr. Brown also expressed his thanks and appreciation to Mrs. Lewis for her time and service on the city council.

Mrs. Lewis stated she serves on the Community Advisory Council for Missouri's Foundation for Health, it's a funding organization that helps fund public health initiatives. Twice a year they host a meeting in the field and we were fortunate to have a meeting in Carthage. Joplin's Health Director Dan Pekarek was on the panel and helped bring to light some of the public health issues that Joplin and surrounding communities are facing. Mrs. Lewis wanted to publicly recognize and thank him for the asset he is and the wealth of knowledge he has on public issues.

Mrs. Lewis also stated that it has been an honor to serve the citizens of our community. She also thanked all those she's worked with over the past four years and was grateful for the "behind the scenes" of the all the city staff and the work it takes to make this city run.

Mayor Seibert also expressed his thoughts on his time serving on the council. He stated it was a pleasure and he was very proud to have been the mayor. On behalf of the city council, he complimented and thanked the city staff and employees for all their input and presentations to help the council make informed decisions.

There being no further business, the meeting was adjourned at 8:59 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

JOPLIN CITY COUNCIL
SPECIAL MEETING
APRIL 9, 2018
6:00 P.M.
COUNCIL CHAMBERS
602 S. MAIN ST.
JOPLIN MO

Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a **SPECIAL MEETING** beginning at 6:00 p.m. on Monday, April 9, 2018, in the Council Chambers of City Hall, 602 S. Main Street, Joplin, Missouri, for the purpose of receiving the official report of the April 3, 2018 General Municipal Election; administering the Oaths of Office of the newly elected Council Members; and electing the 2018-2020 Mayor and Mayor Pro Tem.

AGENDA

1. Call to order

2. Invocation

3. Pledge of Allegiance

4. Reading of the Special Call

5. Roll Call

6. Results of the April 3, 2018 General Municipal Election

7. Recognition of Outgoing Council Members

8. New Business
Adjourn Sine Die of the current Council

Swearing in of elected Council Members by Judge Jon Podleski

Election of Mayor and Mayor Pro Tem

9. Any other business

10. Adjournment

Notice posted at 12:00 P. M. on this the 5th day of April 2018. (RSMo 610.020)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: COUNCIL BILL NO. 2018-252
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-252
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 03/12/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 5 In Favor, 2 Absent

SUMMARY/REQUEST:
Case 008-18: 536 N. Wall Avenue - A request to apply district HP (Historic Overlay District) to the site of the Frederick H. Rodgers House – Kenneth Meisinger.

STAFF SUMMARY:
This is a request by Kenneth Meisinger to nominate the site of the Frederick H. Rodgers House, 536 N. Wall Avenue as a local historic landmark. The currently existing structure was built March 27, 1905. The Rodgers House was designed by prominent Joplin architect Mr. Austin Allen. Mr. Allen was the architect for the Newman Building, United Hebrew Temple, St. Peter Catholic Church and the Olivia Apartments to name a few of the landmarks in the City of Joplin The yellow brick house features a low-pitched hipped roof and a full-width porch. The inside is equally impressive with hand-carved wood, beamed ceilings, leaded windows, and other imported materials. Due to its architectural significance, the house has been included in several home tours.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

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

J. Its suitability for preservation or restoration.

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

After review, staff believes the Frederick H. Rodgers House meets Criteria C and E.

The Historic Preservation Committee recommended approval of Case 008-18.

Staff recommends approval of Case 008-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Kenneth Meisinger, 536 N. Wall Avenue, Joplin, MO. Mr. Meisinger presented some history of the Frederick Rodgers House which was built in 1905. Mr. Frederick Rodgers was successful mining operator. The house was sold to Mr. William Landreth in 1917. After graduating from Joplin Business School, he started Landreth Machinery Company in 1901. Mr. Landreth never held public office but was very active in the development of Joplin. Dr. Harry K. Wieman and his wife acquired the home in 1953. The Rodgers House was designed by prominent Joplin architect Mr. Austin Allen. Mr. Allen was the architect for the Newman Building, United Hebrew Temple, St. Peter Catholic Church and the Olivia Apartments to name a few of the landmarks in the City of Joplin.

Mr. Duncan wanted to know at what point the back portion was added on to the house.

Mr. Meisinger stated that it was when the Weiman's lived there. They enclosed what was known then as a sleeping porch. It is now a guest room, added a bathroom and a breakfast room down below just off the kitchen.

PUBLIC COMMENT:
Jill Sullivan, 721 N Sergeant, Joplin, MO. She stated she was very much supportive of this nomination for Mr. Meisinger's home. She admires the fact that even though he is moving out of the home, he is thinking about the future of the home. This home is in the North Heights neighborhood and historic preservation efforts moving out of Murphysburg and into other

neighborhoods such as Roanoke, East Town, and North Heights. This home would be the first home by ordinance as a local landmark in the North Heights neighborhood.

CB 2018-252

Case 008-18: 536 N. Wall Avenue – A request to include property in a HP District (Historic Preservation Overlay District) – Kenneth Meisinger.

Kenneth Meisinger, 536 N. Wall Avenue, Joplin, MO. Mr. Meisinger presented some history of the Frederick Rodgers House which was built in 1905. Mr. Frederick Rodgers was successful mining operator. The house was sold to Mr. William Landreth in 1917. After graduating from Joplin Business School, he started Landreth Machinery Company in 1901. Mr. Landreth never held public office but was very active in the development of Joplin. Mr. Landreth donated the land for which is now Landreth Park. Dr. Harry K. Wieman and his wife acquired the home in 1953. The Rodgers House was designed by prominent Joplin architect Mr. Austin Allen. Mr. Allen was the architect for the Newman Building, United Hebrew Temple, St. Peter Catholic Church and the Olivia Apartments to name a few of the landmarks in the City of Joplin.

Mr. Ramsour stated that he noticed that there was a for sale sign in front of the house.

Mr. Meisinger stated there is. He will be joining his family in southern Maryland.

Mr. Duncan wanted to know at what point the back portion was added on to the house.

Mr. Meisinger stated that it was when the Weiman's lived there. They enclosed what was known then as a sleeping porch. It is now a guest room, added a bathroom and a breakfast room down below just off the kitchen.

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

Jill Sullivan, 721 N Sergeant, Joplin, MO. She stated she was very much supportive of this nomination for Mr. Meisinger's home. She admires the fact that even though he is moving out of the home, he is thinking about the future of the home. This home is in the North Heights neighborhood and historic preservation efforts moving out of Murphysburg and into other neighborhoods such as Roanoke, East Town, and North Heights. This home would be the first home by ordinance as a local landmark in the North Heights neighborhood.

Mr. Duncan asked if this would only be the one home in the neighborhood right now but if more property owners become involved would that become an Historic neighborhood? How does that work?

Mrs. Sullivan stated that this request is a standalone. You have to have a certain percentage of property owners that live within the official boundaries of North Heights wishing to make an historic district.

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

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR TO APPROVE CASE 008-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, AND MRS. BRUCKNER-SEARS VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

Z&P Meeting: March 12, 2018
City Council Meeting: April 2, 2018

STAFF PLANNING REPORT

CASE 008-18 A request to apply District HP (Historic Overlay District) and list as a local landmark, the Frederick H. Rodgers House

APPLICANT Kenneth R. Meisenger

LOCATION 536 N. Wall Avenue on the Southwest corner of Wall Ave and E Street

PRESENT ZONING R-1 (Single Family Residential)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

This is a request by Kenneth R. Meisenger to nominate Frederick H. Rodgers House as a local historic landmark. The building is on lots 123 and 124 of the North Heights Addition, located on the Southwest corner of North Wall Ave and West E Street. The currently existing structure was built March 27, 1905.

The original owner of the house was Frederick H. Rodgers, the successful early mine operator. The house was later owned and lived in by the prominent William H. Landreth, a successful businessman and philanthropist who helped shape the city of Joplin. The Landreths were significant contributors to the community and lived in the house for 36 years from 1917 to 1953.

The Rodgers House was designed by Austin Allan, a prominent Joplin architect who designed numerous historic buildings and residences of the city of Joplin, including Joplin City Hall. When designing the house, Austin Allen combined several popular architectural styles.

The yellow brick house features a low-pitched hipped roof and a full-width porch. The inside is equally impressive with hand-carved wood, beamed ceilings, leaded windows, and other imported materials. Due to its architectural significance, the house has been included in several home tours.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

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

J. Its suitability for preservation or restoration.

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

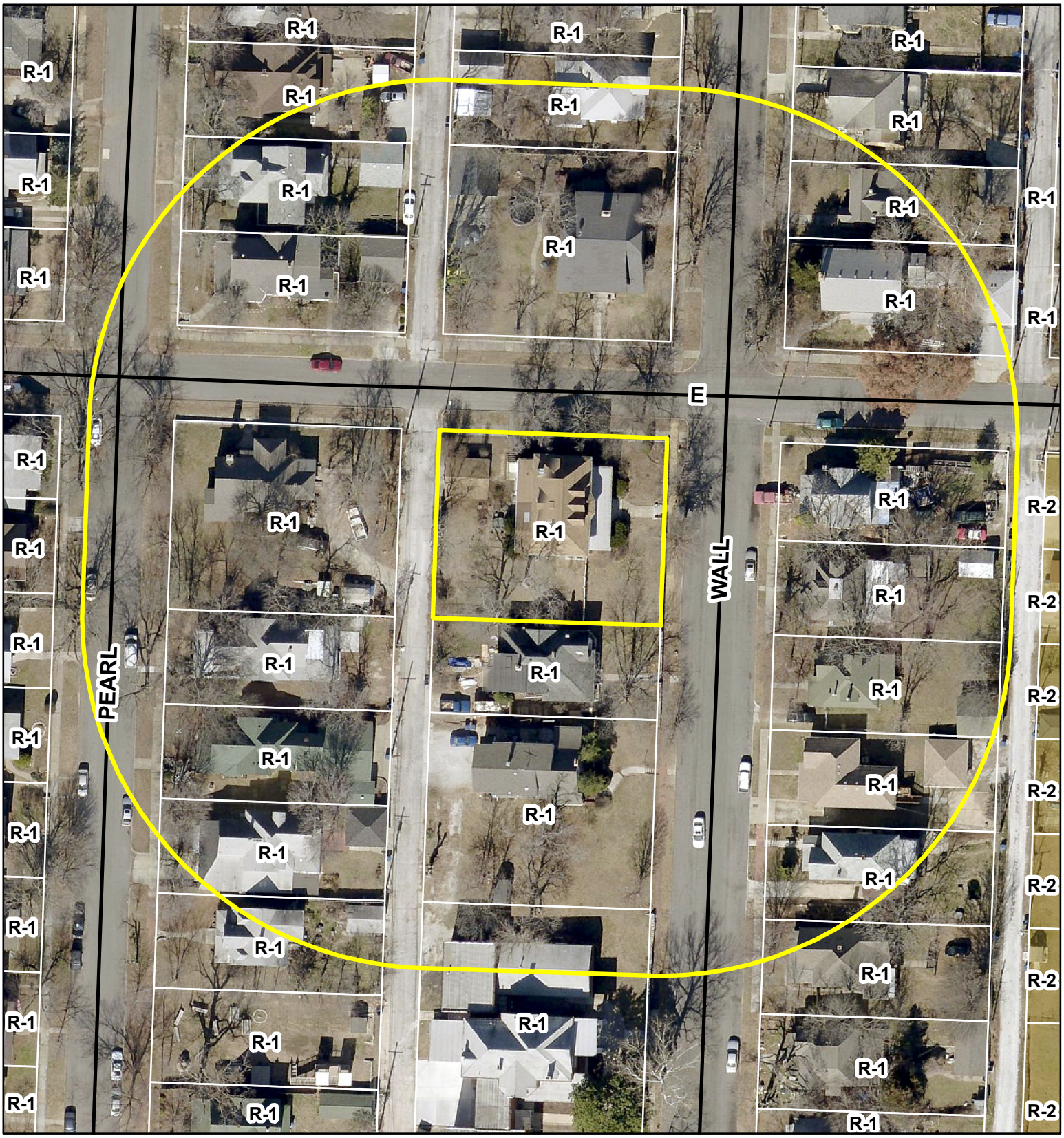
After review, staff believes the Frederick H. Rodgers House meets Criteria C and E.

The Historic Preservation Committee recommended approval of Case 008-18.

Staff recommends approval of Case 008-18.

ENCLOSURES

- **Local Landmark Application**
- **HPC Staff Report**



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Case 008-18: 536 N. Wall Avenue – A request to include property in a HP District (Historic Preservation Overlay District) – Kenneth Meisinger

HISTORIC JOPLIN PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

Kenneth R. Meisinger

OWNER:

Kenneth R. Meisinger

ADDRESS AND LANDMARK NAME:

536 N. Wall Avenue, Joplin, MO 64801
Frederick H. Rodgers House

PRESENT USE:

Single Family Home

HISTORIC USE:

Single Family Home

PHYSICAL DESCRIPTION:

Date of Construction: March 27, 1905

Architectural Style: Neoclassical

Construction: Symmetry of windows, façade, chimneys, as well as, the presence of porch columns and fascia pediments represent Neoclassical construction at the time of construction. The home has yellow brick façade and a slate roof.

Site: Located on lots 123 and 124 of North Heights Addition.

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   Not applicable to this nomination

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

   The Frederick H. Rogers house is associated with two prominent Joplin residents. Frederick Rodgers (original owner) and William H Landreth.

   Frederick Rodgers was and early Joplin mine operator and not originally of Joplin.

   William H. Landreth moved to Joplin aged 17. Graduating from Joplin Business School he started Landreth machinery Company in 1901, which would grow into one of the largest firms in the area. He would leave his mark on the area by being civically active serving on boards for development, Chamber of Commerce, local associations and most notably donated the land for Landreth Park.

   Finding: The building meets the requirements of criteria 3 for its association with Frederick H. Rodger and William H Landreth.

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

   Not applicable to this nomination

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

   The Rodgers house was designed by prominent Joplin architect Austin Allen. Allen was a successful architect in both the Kansas City and Joplin area. Locally Allen was architect for the Newman Building, United Hebrew Temple, Olivia Apartments, et al.

   Finding: The building meets the requirements of criteria 5 for its association with Austin Allen.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

   The Rodgers house does contain high quality neoclassical elements such as modillions beneath the roof and porch cornices, pedimented dormers and columns. The interior has large well finished beamed ceiling, hand carved wood finish and imported materials. While unseen in modern homes these were elements that were not unique to the period or to Joplin at the time.

   Finding: The requirements for criteria 6 require an architectural significance and level of craftmanship for the period. Upon examination, staff finds that the building is of the highest of architectural quality and craftmanship of the area and region. However, for the period of construction architectural design and craftmanship was not distinct from the area and regional counterparts.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

Not applicable to this nomination

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

Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

Not applicable to this nomination.

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

STAFF RECOMMENDATION:

Staff recommends Frederick H. Rodgers House, located at 563 N. Wall Ave, be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION

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

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 536 N. Wall Ave.
Property Name (historic or common): Frederick H. Rogers House

OWNER INFORMATION
Name: Kenneth R. Meisinger Phone: 417-626-8194
Address: 536 N. Wall Ave., Joplin, MO 64801

FORM PREPARED BY (If other than owner)
Name: _____ Phone: _____
Address: _____
Relationship to Owner: _____
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: Singe family home
Historic Use (if known): Same
Public or Private: private Occupied or Unoccupied: Occupied

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: March 27, 1905
Architect and/or Builder (if known): Austin Allen
Building Materials (foundation, walls, roof, etc.): yellow brick, slate roof
Architectural Style: Neoclassical
Site Description (property and surrounding area): Lots 123 & 124, SW corner of Wall Ave. & E. Street. Surrounded on three side with stone walls. North Heights addition.

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: _____

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

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Please see "Attachment A"

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

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

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: please see "Attachment A"

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

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: _____

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

_____

_____

_____

10. Its suitability for preservation or restoration: _____

_____

_____

_____

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

SUPPORTING DOCUMENTS

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

Please submit completed nomination forms to:

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

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

Printed Name: KENNETH R. MEISINGER

Signature: Kenneth R. Meisinger Date January 10, 2018

Attachment A

Historical Significance

The Rogers House meets the third, fifth, and sixth criteria for consideration and nomination as an historically significant residence, as described below.

Criteria 3: Its identification with a person or persons who significantly contributed to the development of the community, count, state, or country.

In addition to its association with Frederick H. Rogers, the original owner of the house and successful early Joplin mine operator, the Rogers House is associated with several others, most notably the Landreths, who lived in the house from 1917-1953. Also notable, for their work with Freeman and St. John's hospitals and several civic organizations, are the Wiemans (please see the Wiemans' obituaries in the "Supporting Documentation" attachment of this document).

William H. Landreth was born in Illinois in 1872. His family moved to Joplin in 1889, when he was 17. He attended Joplin public schools and Joplin Business College. After dabbling in several local business operations, William launched his own company in 1901. Landreth Machinery Company started small, but became one of the largest and most successful operations in Jasper County. It was said of him: "Mr. Landreth has developed unusual ability as a business man and his straightforward, honorable methods have gained to him the unalloyed confidence and esteem of his fellow citizens." Although he never served in public office, Mr. Landreth was very involved in the development of Joplin. He was instrumental in cleaning up the "Kansas City Bottoms," which was known as Joplin's red-light district, and donated that land to establish what we now know as Landreth Park. He was chairman of the committee that built Joplin's historic YMCA, chairman of the Jasper County relief committee, involved with organizations that helped children, was active with the Chamber of Commerce, Ozark Playground Association, Joplin Rotary, and was an influential member of Freeman Hospital's board of directors. He was also involved with other organizations, such as the Masons and the Shriners. In 1897, he married Edith Cotton, who was also heavily involved with and influential in the community. Mr. and Mrs. Landreth were popular, well-respected citizens who helped shape the city of Joplin.

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

The Rogers House was the work of Austin Allen, a prominent Joplin architect who designed numerous historic buildings and residences in the city of Joplin, including, though not necessarily limited to, the Newman Building (Joplin City Hall), United Hebrew Temple, Austin Allen House, Adam Scott House, Oliver S. Picher House, Thomas Lennan House, St. Peter Catholic Church, Olivia Apartments, and the Elks Lodge.

Born in Philadelphia, Austin Allen was an extremely successful architect in Kansas City and the Joplin area. He was married to Belle Taylor and they had three children. He died at the young age of 36 from typhoid fever. His obituary in the American Institute of Architects journal noted that his work was marked by a "chaste dignity and scholarly restraint."

Criteria 6: Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.

When he designed this house, Austin Allen combined several popular architectural styles, which was common in early-day Joplin. The yellow brick house, shaped like a massive box, features a low-pitched hipped roof and a full-width porch. Neoclassical elements, such as modillions beneath the roof and porch cornices were used. Pedimented dormers, Greek columns, quoins, and balustrades dominate the symmetrical façade. The interior of the house is just as magnificent as the exterior, with hand-carved wood, beamed ceilings, leaded windows, and other imported materials. Due to its architectural significance, the house has been included in several homes tours.

Attachment B

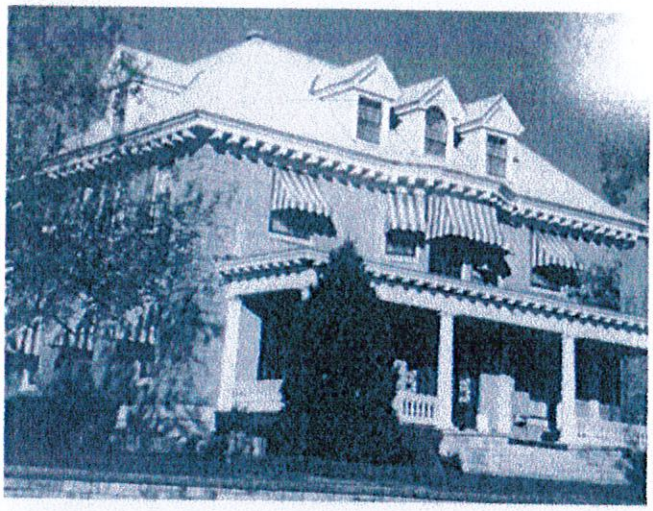
Bibliography

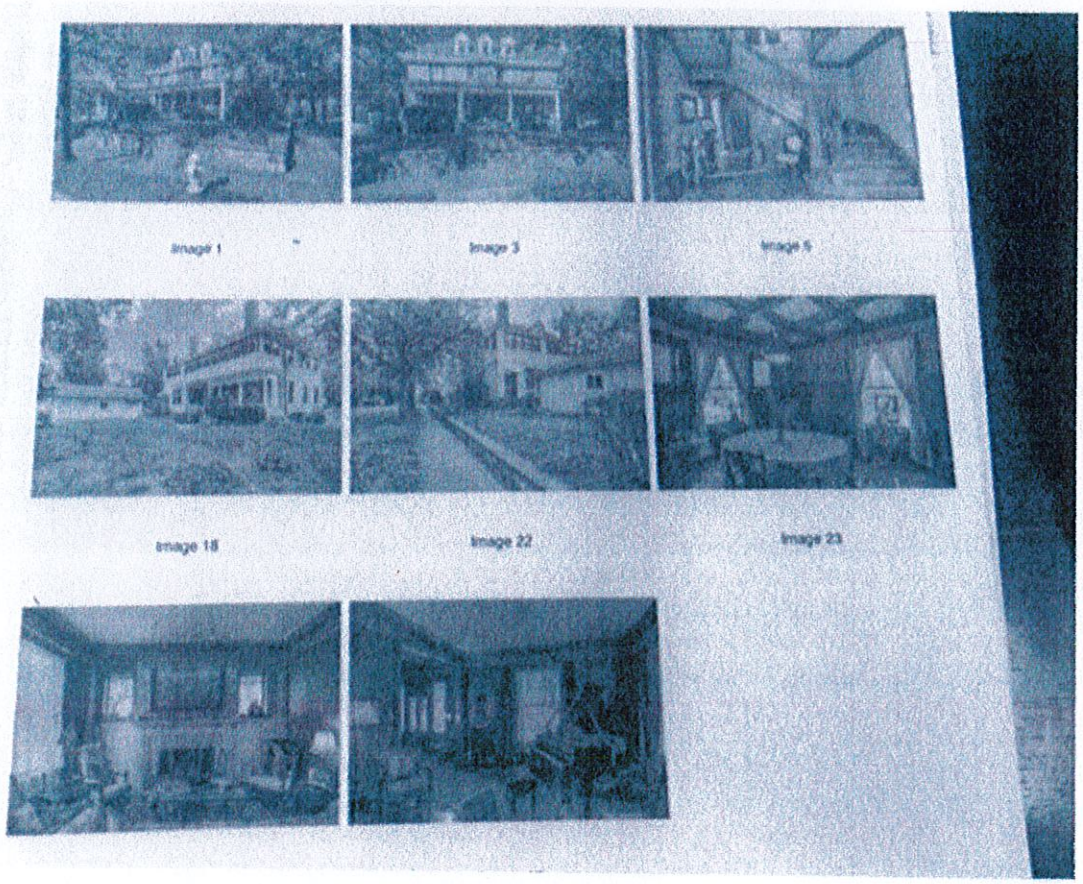
Following is a list of the resources used to complete this nomination. Please see Attachment D, "Supporting Documentation," for copies of sources used.

- www.joplinmo.org
- Abstract of Title to Lots Numbered 123 and 124 in North Heights Addition to the City of Joplin, Jasper County, Missouri. No. 30684.
- Spring Home Tour and Bazaar souvenir booklet, May 8, 1993
- Post Art Library archives
- Austin Allen's specifications for the construction of the house
- History of Jasper County by Joel Livingston
- The Joplin Globe
- Murphysburg "Home for the Holidays" booklet
- Newspaper Archive (online database)
- Missouri Death Records

Attachment C

Photographs – Rogers House, 536 N. Wall Ave.





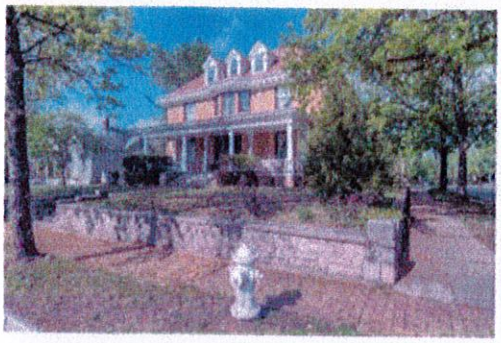


Image 1

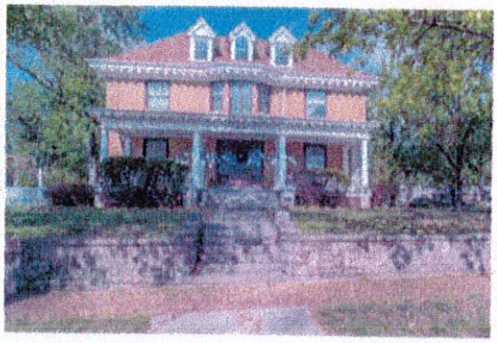


Image 3

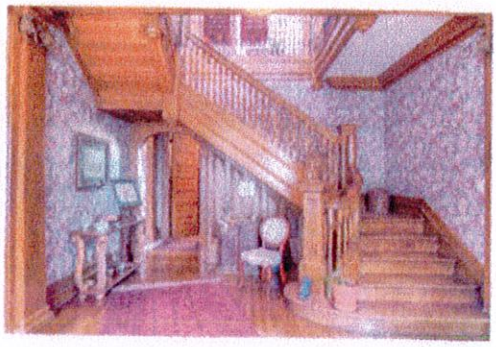


Image 5

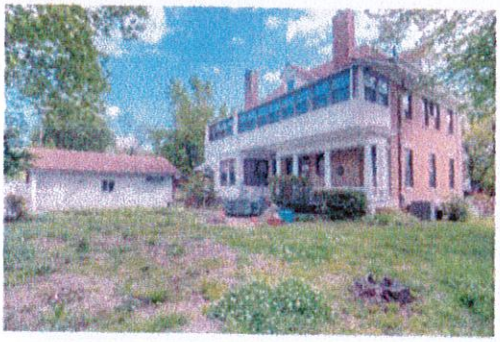


Image 18

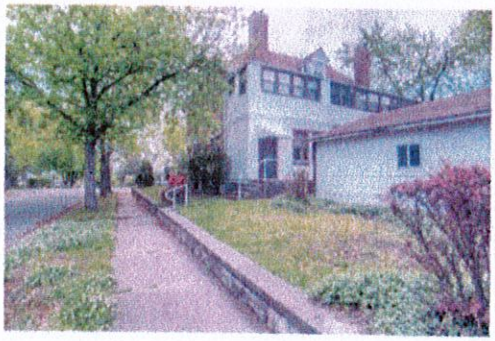


Image 22



Image 23

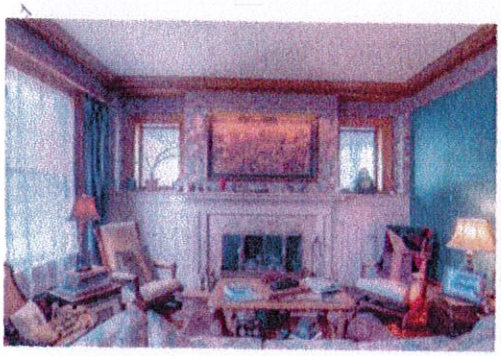


Image 26

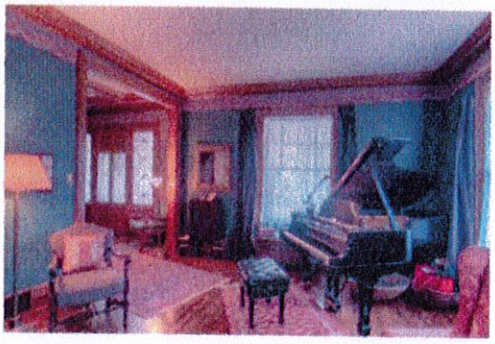
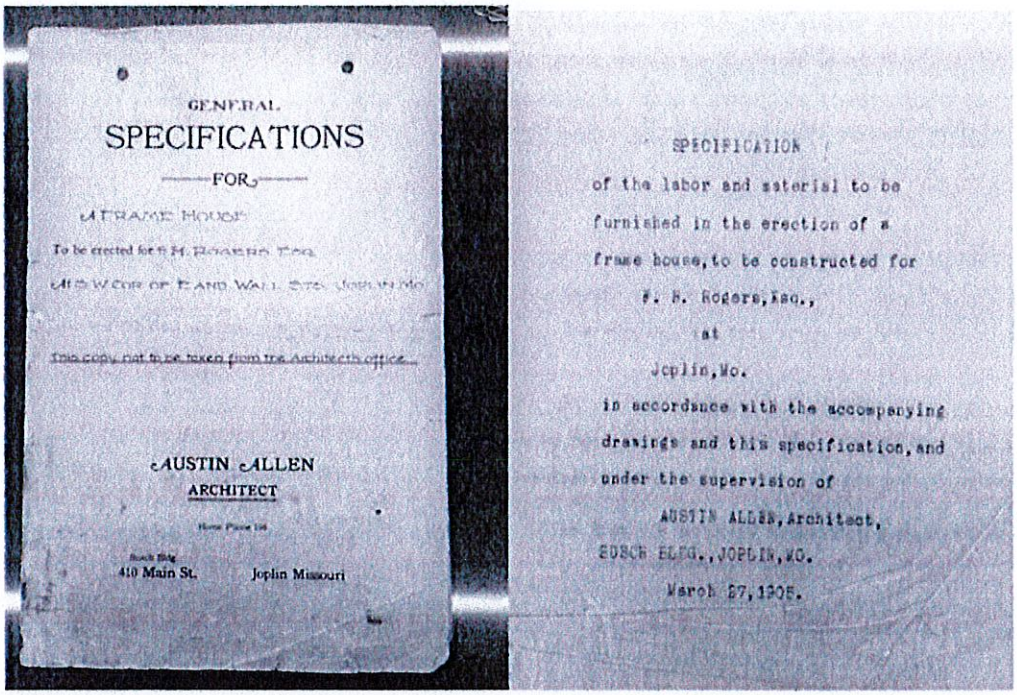


Image 27

Attachment D

Supporting Documentation

Austin Allen's original specifications for the house:



GENERAL

SPECIFICATIONS

FOR

A FRAME HOUSE

To be erected for F. H. ROGERS, Esq.

AUSTIN ALLEN

ARCHITECT

410 Main St. Joplin Missouri

This copy not to be taken from the Architects office.

SPECIFICATION

of the labor and material to be furnished in the erection of a frame house, to be constructed for

F. H. Rogers, Esq.,

at

Joplin, Mo.

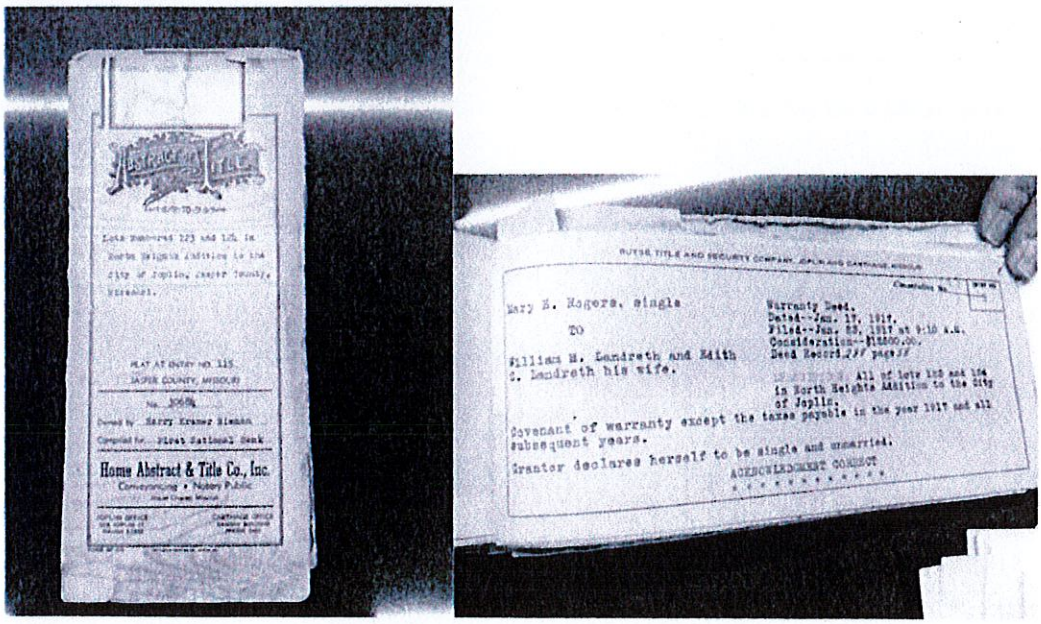
in accordance with the accompanying drawings and this specification, and under the supervision of

AUSTIN ALLEN, Architect,

BOSCH BLDG., JOPLIN, MO.

March 27, 1905.

The Abstract of Title, with the entry for Mr. and Mrs. Landreth:



Home Abstract & Title Co., Inc.

Conveyancing • Notary Public

Mary E. Rogers, single

TO

William H. Landreth and Edith C. Landreth his wife.

Warranty Deed.

Dated--Jan. 17, 1917.

Filed--Jan. 23, 1917 at 9:10 A.M.

Consideration--$1800.00.

All of Lots 123 and 124 in North Heights Addition to the City of Joplin.

Covenant of warranty except the taxes payable in the year 1917 and all subsequent years.

Grantor declares herself to be single and unmarried.

ACKNOWLEDGMENT COMBOT

Further documentation attached:

- Pro 100 Realtors' add, describing the history and architecture of the home, dated 1992
- Brief biography of Austin Allen as printed in the 2017 Murphysburg "Home for the Holidays" tour booklet
- Rogers House information from Post Art Library archives, prepared by former director Leslie Simpson (2 pages)
- Biography of William H. Landreth from Joel Livingston's History of Jasper County, dated 1912
- "100-acre tract given city for park purposes," Joplin Globe, 11/3/1929
- "The way we were," Joplin Globe, 1/25/2006 & 9/27/2006
- Photo of William H. Landreth published in Joplin Globe at the time of his death in April 1939
- "W.H. Landreth, Prominent Business Man, Dies of Heart Attack After Ill 3 Months," Joplin Globe, 1939 (3 pages)
- Death Certificate for William H. Landreth from Missouri State Board of Health
- "Long-time Joplin Physician Dr. Harry J. Wieman Dies," Joplin Globe, 3/25/1982
- Obituary for Mary Campbell Wieman, Joplin Globe, 5/24/2000 (2 pages)
- Various homes tour information featuring the Rogers House, among others (3 pages)
- North Heights neighborhood information



536 NORTH WALL STREET

SPECIFICATIONS

4 BEDROOMS 4½ BATHS
3600 SQUARE FEET
1100 SQUARE FOOT 3RD FLOOR
FULL UNFINISHED BASEMENT

ROOM SIZE

FORMAL LIVING ROOM: 29 X 15
FORMAL DINING ROOM: 15 X 15
KITCHEN: 25 X 16
FAMILY ROOM: 29 X 9
MASTER BEDROOM: 15 X 14
2ND BEDROOM: 14 X 15
3RD BEDROOM: 12 X 12
4TH BEDROOM: 13 X 15
STUDY/OFFICE: 10 X 9
UTILITY ROOM: 28 X 31
WALK-IN CEDAR CLOSET: 13 X 11

UTILITIES:

(2) LENNOX PULSE FURNACES
WITH ELECTRONIC AIR CLEANERS
ZONED HEATING FOR 3 STORIES
AVERAGE KPL: $74.00
AVERAGE ELECTRIC: $64.00
HOME COMPLETELY INSULATED
REWIRED WITH 200 AMP SERVICE

ELEGANCE RESTORED

The historic Frederick Rogers home was designed in the neoclassical style by prominent architect Austin Allen in 1905. (Allen also designed the United Hebrew Temple, St. Peter's Church, Elks Club, Olivia Apts. and the Newman Building.)

Frederick Rogers was involved in the lumber business before moving to Joplin in 1900 to invest in mining operations. For his personal residence he carefully selected each piece of wood, even importing much of the wood from Europe. A focal point of the impressive foyer is the hand-carved oak staircase. The refinished oak floorings are laid in the log cabin pattern. The mahogany panelled dining room has mahogany beamed ceilings. In the grand piano sized living room leaded glass windows flank the fireplace.

Every detail of this home has been lovingly refurbished to its original beauty by its present owners, adding all the modern amenities necessary to today's executive life-style.

PRO 100
REALTORS INC
OFFICE (417) 782-0800
RESIDENCE (417) 781-8615

PARK CENTER SUITE 1
2727 E. 32nd STREET
JOPLIN, MISSOURI 64804



DORIS CARLIN
GRI-CRS
Broker-Owner

10192

AUSTIN ALLEN, ARCHITECT
Born August 8, 1880 | Died March 2, 1917

Born in Philadelphia, Samuel Austin Allen was an extremely successful architect with offices in Kansas City and Joplin. Mr. Allen was married to **Belle Taylor** and had three children. He died at the young age of thirty-six from typhoid fever. His obituary in the American Institute of Architects journal noted that his work was marked by a "chaste dignity and scholarly restraint."

Still functioning today, the private homes in historic **Murphysburg** and significant Joplin landmarks that he designed are listed below. Joplin City Hall, home to a renowned Thomas Hart Benton mural and permanent exhibit, is open to the public Monday through Friday from 8 a.m. to 5 p.m.

Newman Building (Joplin City Hall)	602 S. Main
United Hebrew Temple	702 S. Sergeant
Austin Allen House	112 S. Sergeant
Adam Scott House	202 S Sergeant
Oliver S. Picher House	210 S. Sergeant
Thomas Lennan House	219 S. Sergeant
St. Peter the Apostle Catholic Church	812 S. Pearl
Olivia Apartments	320 S. Moffet
Elks Club Lodge No. 501	320 W. Fourth



By tendering a ticket at a Historic Murphysburg Preservation, Inc. tour site, ticketing location, and parking lot, the ticket holder does hereby agree to hold harmless any owner of a Historic Murphysburg Preservation, Inc. tour property and Historic Murphysburg Preservation, Inc., from injury to person, loss of life, or damage to property, occurring on the premises of any said Historic Murphysburg Preservation, tour site, ticketing location, and parking lot, and does hereby agree to waive any claim, demand and liability.

SOURCES:

National Register of Historic Places Registration Form (Consultant's Survey)
Missouri Secretary of State Death Certificates
Find-a-Grave Website
U. S. Census Bureau
Property/House Abstracts
Joplin City Directories
Post Art Library, Joplin, Missouri
The Journal of Spelean History
Brad Belk, *The Best of Joplin*, 1999
Brad Belk, Andy Ostmeyer, Katy Schrader, Leslie Simpson, *Joplin Keepsake Album*, 2000
Brad Belk, David Cunningham, Andy Ostmeyer, Leslie Simpson, *Joplin Souvenir Album*, 2001
May 1920 edition of "Painter Magazine"
Kay Kirkman and Roger Stinnett, *Joplin: A Pictorial History*, 1981
Joel T. Livingston, *A History of Jasper County, Missouri, and its people*, Volume II, 1912
The History of Jasper County, Missouri, 1883

Thank you to First United Methodist Church for hosting the ticket sales location
501 West Fourth Street | Gothic Revival | Circa 1905
Garstang and Rea, Architects

Information is accurate to the best of Historic Murphysburg Preservation, Inc. knowledge. Corrections, documentation, oral history and photographs are welcome.

Save the Date for Next Year! December 1, 2018
Christmas Homes Tour | 10 a.m. to 4 p.m.
High Tea | 11 a.m. | 1 p.m. | 3 p.m. | 5:30 p.m.
Reservations required
presented by Carthage Historic Preservation, Inc.

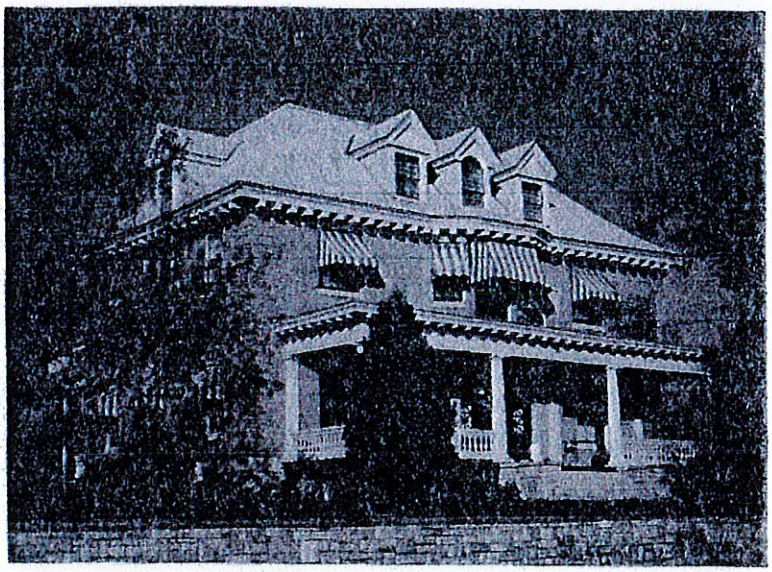


benefits Historic Phelps House preservation
phelpshouse.org | carthagehistoricpreservation.org
info@carthagehistoricpreservation.org | 417-358-1776

ROGERS (FREDERICK) HOUSE
536 N. Wall

A native of Springfield, Mass., Frederick Rogers pursued a career in the lumber business in Michigan and later in St. Louis. Hearing of the riches to be made in mining on the other side of the state, Rogers moved to Joplin in 1900. An active civic leader in Joplin, Rogers reputedly was one of the first to own an automobile.

Rogers purchased two lots from Alonzo Cragin, who lived at 516 N. Wall. In 1905, he had this magnificent house built by the distinguished architect, Austin Allen. The woodwork, mostly hand-carved oak imported from Europe, is one of its outstanding features. The oak flooring is laid in the log cabin pattern. The mahogany-paneled dining room also has mahogany-beamed ceilings. Other rooms feature cove ceilings with ornate crown moldings. Leaded glass accents the bay window on the north side of the house.



Architect Austin Allen combined several popular styles when he designed this house. The yellow brick house, shaped like a massive box, features a low-pitched hipped roof and full-width porch. He used Neoclassical elements, such as modillions beneath the roof and porch cornices. Pedimented dormers, Greek columns, quoins, and balustrades dominated the symmetrical façade. Originally, another balustrade rose above the porch roof to form a wide balcony. French doors in the bay extension provided access from the grand upper hall. It is obvious that Rogers, with his lumber business background, and Allen, the talented architect, combined their resources to create a beautiful house.

Unfortunately, Rogers died in 1906, shortly after his home was completed. Mrs. Rogers and her daughters lived there until 1917, when William Landreth bought the house and renovated it. He added a chandelier brought from Europe and installed an elevator.

Rogers, (Frederick H.) Home **536 N. Wall (+)**

See also Slide Script

1905, yellow brick. Rogers was early mine operator. House designed by Austin Allen, distinguished architect of early Joplin. Rogers born in Springfield, Mass, in lumber bus. In Michigan & St. Louis before moving to Joplin in 1900. He personally selected all woodwork in house. Full attic & basement w/built in tornado shelter. Had offices in Miners Bank, civic leader, owned 1 of 1st autos. Lots purchased from Alonzo Cragin who lived in red brick home at 516 N. Wall (Now NJCC). Died shortly after home finished. Wife & daughters lived there until 1917 when sold house to William H. Landreth. Disastrous fire in 1963 caused by Christmas tree. Heavy damage to woodwork, but carefully restored.

Info from Dierks (present owners): Bay window on north w. leaded glass. Oak woodwork, hand-carved. Dining room-6ft. mahogany paneling & beams. Chandelier Landreth brought from Europe. Crown moldings, ceilings curve to meet them. Oak floors in log cabin pattern. French doors above porch. Much of woodwork brought from Europe. Landreth put in elevator (invalid in family)-later given to Christian Church. (not NJC) Wiemans lived there 30 years.

Aug. 1924 Globe article tells of gas range exploding when lit by Mrs. W. J. Robinson who suffered burns to face, arms & chest.

1906 map- shows as 538 N. Wall 2 st. br. veneered.

Horace & Minerva Glidden purchased in 1988. Rebuilt stone retaining wall, refinished floors, replaced roof, gutters, electrical & heating system, removed asbestos, put in insulation, landscaped, 53 storm windows (same color as trim) Removed elevator shaft, put in skylight where hole in roof was. Have original abstract & 1904 specs. Prepared by Austin Allen. Repaired canvas ceiling.

by Joel Livingston (1912)

committee two years during his residence in Boston. He still belongs to the Republican party, but for a number of years has taken no active share of its work upon himself, or given its affairs any attention beyond what is due from every good citizen in the way of exercising his suffrage for the promotion of what he considers the best interest of the people. His zeal in behalf of the business and social activities of the city finds expression in his membership in the Commercial Club.

Outside of his business the religious affairs of the community claim the greatest amount of his time and attention. He is a member of the First Congregational church and superintendent of its Sunday-schools, which include the main school at the church and three branches. He is a great believer in and promoter of religious training for poor children, and full of devotion to all kinds of charitable work. Always and everywhere he is one of the most courteous and considerate of men.

On October 10, 1900, he was united in marriage with Miss Gertrude Colby, a native of Boston, the marriage being solemnized at Chelsea.

WILLIAM H. LANDRETH.—An essentially representative citizen and business man at Joplin, Missouri, and one who has maintained his home in this city for more than two decades, William H. Landreth is sole owner of the decidedly successful enterprise known as the Landreth Machinery Company, which he began in a small way in 1901 and which has since grown to gigantic proportions. Mr. Landreth is unusually progressive in his civic attitude and no measure projected for the good of the general welfare fails of his most ardent support.

A native of Illinois, William H. Landreth was born at Dawson, that state, the date of his birth being the 24th of October, 1872. He is a son of George W. Landreth, who was born and reared in the state of Virginia, where his family was long one of standing and influence. As a young man the father emigrated from the Old Dominion commonwealth to Illinois, whence he later removed to Kansas, going thence to Colorado and coming, in 1889, to Jasper county, Missouri. He was identified with mining operations during the major portion of his active business career and in that field of endeavor he was unusually successful, eventually gaining a competency. He is now living virtually retired at Joplin, passing the evening of his life in enjoyment of former years of earnest toil and endeavor. He married Miss Mary Wheeland, and to this union were born nine children, of whom the subject of this review was the first in order of birth.

William H. Landreth was a youth of seventeen years of age at the time of his parents' removal to Joplin, in the public schools of which place he completed his preliminary educational training, later effectively supplementing that discipline by a course of study in the Joplin Business College. In 1893 he accepted a position as bookkeeper in a Joplin business concern, remaining in the employ of that company for two years. He then determined to go into business for himself, and accordingly engaged in the wholesale fruit business, with which he was identified for a period of three years, at the expiration of which he devoted his attention to the mining business for two years. He then, in 1901, launched out in his present enterprise, the Landreth Machinery Company. He began operations in a small way but with the passage of time his business has increased in scope and importance until it is now one of the largest and most successful concerns of its kind in Jasper county. Mr. Landreth has developed unusual ability as a business man and his straightforward, honorable methods have gained to him the unalloyed confidence and esteem of his fellow citizens.

On the 17th of February, 1897, at Kansas City, Missouri, was cele-

CARNEGIE PUBLIC LIBRARY
JOPLIN, MISSOURI

brated the marriage of Mr. Landreth to Miss Edith Cotton, whose birth occurred in Kansas, where she was reared and educated. She is a daughter of J. B. Cotton and is a woman of rare charm and unusual graciousness. To Mr. and Mrs. Landreth have been born two children,—Helen and Ruth, both of whom are attending school at Joplin.

Politically Mr. Landreth is aligned as a stalwart supporter of the cause for which the Republican party stands-sponsor. He has never been an office-seeker, although he is deeply and sincerely interested in all matters that affect the well being of Jasper county at large and the city in particular. For three years he gave most efficient service as a member of the Park Board Commission, in connection with which he was largely influential in the work carried forward for the further beautifying of the city. In the grand old Masonic order he has passed through the circle of the Scottish Rite branch, having attained to the thirty-second degree. He is also affiliated with the Benevolent and Protective Order of Elks, his family are zealous members of the Presbyterian church. Mr. and Mrs. Landreth are popular and prominent in connection with the best social activities of their home community and their spacious and attractive home is a recognized center of refinement and generous hospitality.

JAMES T. HAGGART, who occupies a representative position among the men of affairs at Joplin, Missouri, looks back to the Hoosier state at the place of his nativity. He was born at Madison, Indiana, March 7, 1866, a son of James Haggart, a Scotch Highlander. James Haggart was born in 1820. In early life he left Scotland and with his parents came to America, their settlement being among the pioneers of Indiana. When the Civil war was inaugurated he enlisted as a member of Company G, Fortieth Indiana Infantry, and served under Captain S. Kirkpatrick and General Thomas, participating in numerous engagements and remaining with his command until the close of hostilities. He did not long survive the war, however, dying in 1867. His wife, Angeline (Jacobs) Haggart, a native of Ohio, was also a child of Indiana pioneers, her parents having moved from Ohio to the Hoosier state at an early day. Her death occurred about two years after that of her husband. Thus James T., the subject of this sketch, lost both his father and mother before he was old enough to realize his loss. He was then taken into the home of his grandmother, Mrs. Cornelia (Jacobs) Austin, who had married a second time, and who tenderly cared for him until her death, in 1877. His first school days were spent at Madison. From the time he was twelve until he was eighteen years of age he worked as a farm hand, after which he spent two winters in attendance at school. He returned to farm work and continued thus occupied until he reached his majority, when he engaged as clerk in a grocery store at Brooksburg, Indiana. After clerking at that place two years he came west to Wichita, Kansas, and settled down to gardening and farming, which, however, proved to be unprofitable, and he gave it up and went back to clerking. For one year he clerked in Mr. Herron's grocery store at Wichita. Then in 1892 he came to Joplin, which has since been his home. Here for two years he was in the employ of J. D. Kane, plumber, after which he worked for the Miller Lumber Company in its yard. About this time he bought two teams of good horses, and did hauling for the company. This work netted him a sufficient amount to enable him to lay aside some of his earnings, and three years later, with a partner, he engaged in prospecting. They located a valuable mine, which they worked to advantage and from which they took out ore to the value of seventeen thousand dollars.

NET AVERAGE PAID CIRCULATION FOR SEPTEMBER
Globe and News Herald 36,944
Sunday Globe 27,132

Joplin Gl

FULL ASSOCIATED PRESS REPORTS

VOL. XXXIII, NO. 74. Publication Office 117 East Fourth Street JOPLIN, MISSOURI, SATURDAY MORNING, NOVEMBER 3, 1928.—EIG

100-ACRE TRACT GIVEN CITY FOR PARK PURPOSES

Land, Presented by Mr. and Mrs. W. H. Landreth, Adjoins Mineral Park on the West.

WILL HONOR DONORS

Nine Area, as Well as Mineral, Will Be Named Landreth Park—Council May Act Today.

Announcement of a gift of approximately 100 acres of land from Mr. and Mrs. W. H. Landreth, 324 North Wall street, to the city for park purposes was made at a meeting of the park board last night.

The donors acquire that portion of Mineral park lying north of Broadway viaduct, east of the Joplin Union Depot Company right of way, thence north along Main street road to a certain point on top of hill. Also a tract on the west side of road, lying between Main street and Kansas City Southern tracks.

Up to Council Now.

In accepting the gift, park board members agreed that not only the new tract but Mineral park as well should be known as Landreth park.

Only the formal consent of the city council is needed to make the acceptance of the gift valid and Mayor Charles A. Patterson said last night that he probably would call a special meeting of the council to pass on that purpose.

In recommending the acceptance of the gift to the council, the park board passed a resolution in which it asked the council to extend the proposed Southeast boulevard through the park from a point on South Main street through the park to Fifth street, requesting that the boulevard be known as Landreth boulevard.

It also was voted that a special letter of appreciation be sent to Mr. and Mrs. Landreth. All of the members were unanimous in praising the gift as a natural spot for park purposes.

To Remove Structures.

In deeding the land to the city the Landreths specified that all privately owned buildings be removed within one year from the date of acceptance; that all undergrowth and debris be cleared away within two years, and that the city improve the land for park purposes in reasonable years.

Most of the land included in the tract was purchased from the Eagle-Picher Consolidated Mining Company. There are several houses and other small buildings on part of the tract, and the park board made plans whereby the tenants may be removed without unnecessary hardship to the owners.

The letter, by which the tract was formally presented to the city follows:

"To the Honorable Mayor and City Park Board of Joplin, Mo. Gentlemen:

"Seven or eight years ago I had the pleasure of serving with a member on the city park board. Then the park system was in its infancy, Cunningham park being the principal one and Mineral park consisted of only a few city lots.

Long-Cut Desired.

Realizing then how important beautiful parks are to the life and welfare of the people of any community, I determined to at some time fulfill a desire I had often entertained that of giving a park to my home town, and in fulfillment thereof Mrs. Landreth and I present to the City of Joplin, Landreth park, consisting of approximately 100 acres of land adjoining that portion of Mineral park lying north of Broadway viaduct, east of the Joplin Union Depot Company right of way, thence north along Main street road to a certain point on top of hill. Also a tract on west side of road lying between Main street and Kansas City Southern tracks.

"The property conveyed is more fully described by said completed contract.

"We anticipate a great pleasure

Norris Calls Hoover Farm Promise "Political Bank"

Nebraska Senator Declares in Minneapolis Speech Solution of Agricultural Problem Depends on Election of Smith —Asserts Governor's Stand Entitles Him to Support of All Progressive Citizens.

Minneapolis, Minn., Nov. 2.—(AP)—Solution of the agricultural problem which he characterized as the greatest issue of the campaign depends on election of Gov. Alfred E. Smith as president, George W. Norris, republican senator from Nebraska, said here tonight.

Speaking at a rally climaxing the South campaign in Minneapolis, Senator Norris who last week announced support of the New York governor said the agricultural situation "is not given to be trifled with" and that Herbert Hoover's promise to call an extra session of congress to consider farm legislation is "pure political bunk."

Touches on Four Subjects.

Water power, Tammany, prohibition, and religion were discussed by the Nebraskan who said the stand of Governor Smith entitles him to the support of "all progressive citizens regardless of party."

He said he disagreed with the democratic candidate on prohibition but that if he fulfilled a pledge to enforce the law to the best of his ability, "he will accomplish more than has been accomplished during the past eight years by the administration in which Mr. Hoover has been a part."

Senator Norris said that "if the nation does not strongly reject the attempt to make religion a test of the right to hold office, as will probably have grafted a new provision on our constitution, one that contains in itself the forces of destruction and that in the end, although it may be years from now, will beat the drafts of governmental decay and will bring our republic down to ruin."

The senator asserted there is nothing in the record of the promises of Mr. Hoover entitling him to support agriculture. On the contrary, he said, the republican nominee "is and has been the most influential person in the country in preventing the enactment of legislative during agriculture is or equality with other industry."

Senator Norris said that "after feeding the farmers upon promises for eight years and at a time when his vote is needed again the strongest to make that a sports, session will be called, without intimating what legislation will be proposed by Mr. Hoover."

Senator Norris said the Mc-Nary-Haugen proposal the only bill that can and will give the farmer the benefit of the protective tariff, and asserted that Mr. Hoover has demonstrated he is against its principle.

Modification or repeal of the present Volstead law should not be attempted

CONTINUED ON PAGE 2.

VETERAN MINER KILLED IN MILL

BODY CAUGHT IN LINE SHAFT WHEN HE ATTEMPTS TO REPAIR PUMP.

Webb City, Mo., Nov. 2.—John L. Stephens, 56 years old, a pioneer miner of the district, was killed when his body was caught by a line shaft while he was attempting to repair a pump in the flotation plant of the Missouri Kansas mine near Webb at 5 o'clock this afternoon.

Stephens was killed almost instantly. He had been repairing a pump when his clothing apparently caught in a belt which carried him to the line shaft. The body was mangled.

Inquiry Conducted.

An inquiry conducted shortly after the accident by the coroner of Cherokee county, Kansas, gave a verdict that Stephens death was due to his own negligence in allowing himself to be caught by the moving belt. The body was taken to the funeral home of the Steele Undertaking Company.

Stephens' home was at Carl Junction, but for many years he had resided in the vicinity of Webb City and Joplin. He built and operated the second load mill in the Webb City mining area. He was foreman of the dry mills of the milling mill in which he was killed.

Surviving are his widow, Mrs. Ida Stephens of Carl Junction; three sisters Mrs. Sarah Adams, Mrs. Martha McClintock of Joplin, and Mrs. Lee Cornett of Chillicothe, and two brothers William Stephens of Ardmore, Okla. and Samuel Stephens of the Cabin Mo.

Funeral arrangements are incomplete.

SISTER NAMED GUARDIAN OF ZEPPELIN STOWAWAY

St. Louis, Nov. 2.—(AP)—Mrs. G. M. Hall, sister of Clarence Terhune, 13-year-old transatlantic stowaway received a cablegram from him today in which he said: "Please take immediate steps to have yourself appointed my guardian as I can be in a position to sign legal contracts Clarence."

Accordingly Mrs. Hall applied to Probate Judge Hellmuth and was appointed guardian for the youth. Terhune has been offered chances to write his story, make personal appearances and take advantage in other ways of the publicity he has received.

LEGISLATOR GETS FIVE-YEAR TERM

SOLON AND FIVE OTHERS SENTENCED IN PHILADELPHIA GRAFT INQUIRY.

Philadelphia, Nov. 2.—(AP)—Mathew Patterson, member of the legislature and republican ward leader, was today sentenced to five years in the county prison and fined $5000 on a charge of taking bribe money from prison bargees.

Others sentenced on similar charges as a result of the grand jury investigation of bootlegging and police corruption, were:

Charles W. Schoenfeld, former captain and commander of a police district, four years and fined $5000.

William O. Reed, former captain and commander of a police district, three years and $5000 fine.

Three Policemen Sentenced.

Herbert Lapre special policeman three years and $1000 fine.

John W. Hess, special policeman, eighteen months and $500 fine.

Albert Lang, special policeman six months and $500 fine.

Bridges sentencing Patterson and Schoenfeld to jail Judge James also ordered to forfeit their $ each bail.

Living up the defendants before him, Judge Gordon said: "All of these cases involved a betrayal of public trust. Your offenses were not the result of sudden temptation or rash reaction to penalty. Your criminal action was deliberate was organized into a system was a co-operative partnership with law breakers and was pursued from day to day and week to week. Aside public security was sacrificed to the pursuit of gain whereby you divided the financial fruit of the unholy criminal league."

ILLINOISAN KILLED IN AUTO COLLISION

Chenoa, Illinois, Nov. 2.—(AP)—Charles Stanley of Harvey, Ill., was killed today when his car collided with one owned by David W. Sterick editor and publisher of the Champaign News Gazette the Urbana News and the Savoyana Gazette. Sterick was injured, probably fatally.

With Sterick was J. S. Stewart pitcher for the Danville club of the Three I League and former University of Illinois star football and baseball player. Stewart escaped with minor cuts and bruises.

Sterick and Stewart were returning to Champaign from Chicago. The accident was said to

SMITH IN PLEA FOR DEMOCRATIC TICKET IN N. Y.

Tells Brooklyn Audience Hoover Will Never Get to Deal With Prohibition Question.

HEADS AUTO PARADE

Thousands in Heart of Business Section Cheer as Governor Passes, Wearing Smile.

BY WALTER CHAMBLIN,
Associated Press Staff Writer.

Brooklyn, N. Y., Nov. 2.—(AP)—Gov. Alfred E. Smith, in a speech tonight directed specifically to a New York state audience, declared that Albert Ottinger, the republican gubernatorial nominee, could cause to worry over prohibition as I will take care of that subject by and with the advice of the American people."

The democratic candidate said Mr. Ottinger, the attorney general of the Empire state, had been carrying water on both shoulders.

"The attitude of the republican candidate on the question of prohibition can be summed up in a few words," the governor declared. "He is a wet. He has attempted to be all things to all men.

Party Platform Silent.

On this subject the party platform is no effect as the words "He is constantly worrying day in and day out, as to how he can get over the campaign without being compelled to have anything to say about it."

"In one of his speeches he said that he would pass that whole question up until the commission appointed by Mr. Hoover had dealt with it.

"Well, I will relieve Mr. of all doubt and worry about that by informing him now tonight in Brooklyn that Mr. Hoover will never have any opportunity to appoint any commission on that subject. I will take care of that subject, by and with the advice of the American people."

The governor's speech tonight scheduled over a nation-wide radio hookup, changed a busy day during which the nominee was described through the heart of New York's business district at the head of a long automobile procession.

Cheered by Thousands.

The democratic candidate as the automobile moved slowly through the canyon of skyscrapers was cheered by the thousands who lined Broadway and the other thoroughfares over which he passed.

A ride till practically all of the time and through this and a score of flying capes and derby hats the governor smiled back at the people on the streets and from whom for years he has received heavy support in his many campaigns for office. It was a wonderful reception and once again the New York governor showed his affection for the people he declared when it was over.

The governor at the outset of his speech tonight said that while he proposed to discuss most of his addresses to New York state audiences that he was sometimes he was going to be the nation and would attempt to adapt his remarks as much as possible to national questions.

"After all the proper and orderly administration of state affairs" he said "rests essentially upon the same basis as the handling of the business of the federal government."

He said his audience he had been speaking for six weeks through-out the nation and he "was glad to find as would always similar the subjects I received from millions of my fellow countrymen."

"The warm and affectionate greeting of your city, situated as it is" he continued "will always be a personal remembrance of the campaign of 1928.

Thanks Sen. Robinson.

"During the campaign in my own state wondering that I am speaking to the nation I desire to say a word of thanks to Senator Robinson. While I have not seen him since last summer I have followed his campaign closely and I am happy to

BANK AT PENNSBORO, MO., ROBBED OF $80C

Bandit Scoops Up Cash, Under Assistant Cashier in Vault, Flees in Auto.

Pennsboro, Mo., Nov. 2.—A bandit walked into the Bank of Pennsboro at 4:50 o'clock this afternoon escaped on horseback with $800 and fled to safety. Ismael Pitman, Assistant cashier, in the vault and then escaped in a similar car.

Before entering the bank the bandit cut the only telephone wire and locking both the doors and it was sometime later before officials were notified. No trace of the desperado has been found to night.

Nixon, who was alone when the robbery occurred, was released within a few minutes by a person who heard his shouts.

Information of the robbery was taken to South Greenford, three miles northeast, from where other towns of the section were notified by telephone. Pennsboro is in Dade county.

COOLIDGE THINKS HOOVER WILL WIN

WIRES NOMINEE 'YOU HAVE SHOWN YOUR FITNESS TO BE PRESIDENT'

Washington, Nov. 2.—President Coolidge tonight told Herbert Hoover republican presidential candidate that "you have shown your fitness to be president & wish to congratulate you on the high quality of your leadership."

The message was included in a telegram he exchanged last night after the former had delivered acceptance address in Hoover's St. Louis.

"Your success in the campaign seems assured," President Coolidge continued, "and I shall look over the great office of president of the United States of America to your keeping sure that it will be administered with a view to the welfare of the people will be served."

Coolidge's Telegram.

President Coolidge's telegram read:

"I have just heard your St Louis speech with great satisfaction. It is a convincing address of a nature which fully shows a breadth of information, a mastery of subject and a soundness of conception of public questions never surpassed by a previous president of campaign.

"You have set forth in clear and judgment which cannot fail to win the people to the south. You have been clear candid and courageous, demonstrating your faith in the people and your appreciation that the truth has a powerful confidence of its own which is an ways supreme.

"All the discussion has only made more plain the stakes of the election have progress for which the politics, economic and social problems. You have shown your fitness to be president. I wish to congratulate you on the high quality of your leadership. You are able experienced trustworthy and safe. Your success in the campaign seems assured and I shall look over the great office of president of the United States of America to your keeping sure that it will be administered with a view to the welfare of the people will be served.

"CALVIN COOLIDGE."

WILSON RAPS CAMPAIGN METHODS OF CAULFIELD

St. Louis, Nov. 2.—Senator Joseph Wilson democratic nominee for governor in a campaign address here tonight severely criticized the campaign methods of his republican opponent Henry S. Caulfield. He also took time to hand for mandating some corrections the conduct of the recent office under Howard Hyde who is seeking re-election.

Wilson charged Caulfield, in a speech at the campaign opening at Springfield, Ill., last night specifically to certain acts Hyde and Pixley committed about the time his charged his case.

St. Louis, Nov. 2.—(AP)—Declaring that Smith's alleged ignorance ought to New York which has no president with a chair which is choice knife and Democrat William democratic nominee for governor will open over the long stump tour which has been set for 10 p. m. tonight.

HOW FINDS CHARGES

The way we were



Courtesy/Joplin Museum Complex

William H. Landreth served on the Joplin Park Board for several years. In 1926, he purchased and donated approximately 160 acres of land that was formerly known as the Kansas City Bottoms to the city of Joplin. This early 1950s photo shows the picnic area and playground equipment in Landreth Park.

Parks – Mineral/Landreth

Parks – Mineral/Landreth 9/27/06

The way we were



Courtesy/Fred Landreth

This photo shows Landreth Park before the city of Joplin cleared and leveled the land. For a time, William Landreth served on the Joplin Park Board. Because of his involvement as a park board commissioner, Mr. and Mrs. William H. Landreth donated over 100 acres of land to the city in 1928. During the winter of 1928 and after the Landreths' gift, a proposal was made to construct a macadam road through the park. The road would begin north of the Main Street viaduct and pass through the park while paralleling the Kansas City Southern Railroad tracks. Today this paved road is known as Murphy Boulevard.

Succumbs to a Heart Attack



W. H. LANDRETH.

W. H. Landreth, Prominent Business Man, Dies of Heart Attack After Ill 3 Months

William H. Landreth, 66 years old, a prominent Joplin business man and head of the Landreth Machinery Company here many years, died at 5:45 o'clock this morning at his home, 536 North Wall street, less than an hour after suffering a heart attack.

He had been in ill health since January suffering from a kidney ailment and had undergone treatment in an Evanston, Ill., hospital and in Freeman hospital here. He had been bedfast most of the time in recent months, but was able to be downtown one day last week.

No funeral arrangements have been made, but members of the family have requested that instead of flowers, any remembrances be given to the Health and Welfare Association or any other charitable organization.

Born in Illinois.

Mr. Landreth was born October 24, 1872, at Dawson, Ill., the son of Mr. and Mrs. George Landreth.

In 1874, when he was 2 years old, he was taken by his parents to Fredonia, Kan., where his father established a mercantile business, and in 1878 to Querida, Colo., where his father engaged in silver and lead mining. He returned with his family to Beloit, Kan., in 1881, moving with them to Pittsburg, Kan., in 1886. In 1889, his father took his family to Carterville and became a mine operator in this district, moving to Joplin August 1, 1892.

Mr. Landreth attended Joplin Business college, and in 1893 accepted a position as bookkeeper for a Joplin business concern, remaining in the employ of that company for two years. Shortly thereafter, he became associated with the O'Neal Fruit Company, and operated a wholesale fruit company of his own for a brief period on Main street between Second and Third north and west Texas and in New Mexico. The Landreth Production Corporation was formed, with William H. Landreth as chairman of the board of directors, and now has oil properties and gasoline plants in west Texas, on the Gulf coast and in New Mexico.

In 1926, he and E. A. Landreth formed the Landreth Building Corporation and erected an 18-story building at Fourth and Locust streets in St. Louis. William H. Landreth was named president of the corporation, which still owns the building in addition to considerable real estate holdings in and around St. Louis and in Joplin. Considerable mineral lands and leases in the Missouri, Kansas and Oklahoma lead and zinc mining fields also are owned by the corporation.

Always active in the development of Joplin, Mr. Landreth was chairman of the committee which brought about the building of the city's present Y. M. C. A. building, and he formerly served as president of the Y. M. C. A. board of directors.

For three years a member of the old park board commission, he was largely influential in the work carried forward for the beautifying of the city. In 1926 he purchased and donated almost 200 acres of land in what was known as the Kansas City bottoms to the city for park purposes, and that tract later became the present Landreth park, one of the city's finest. Mr. Landreth was active in the development and beautifying of the park.

Headed Relief Committee.

Several years ago he served as chairman of the Jasper county relief committee under former Governor Caulfield, and was actively in charge of relief work throughout the county for some time even after

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He was married February 17, 1897, to Miss Edith Cotton of Joplin, daughter of Mr. and Mrs. J. B. Cotton, and in 1898 became associated with the late I. E. Manley in the Manley-Landreth Machinery Company, with headquarters at Fourth street and Virginia avenue. He later purchased Manley's interest in the concern and established the Landreth Machinery Company at its present place of business at 501 East Fourth street.

The company has dealt extensively throughout the district since that time, specializing in the sale of mining machinery. Mr. Landreth resigned only recently as president of the company because of his ill health, and his post was assumed by a brother, H. H. Landreth, who has been associated with him in the company many years.

Developed Oil Lands.

In 1919, Mr. Landreth became associated with another brother, E. A. Landreth, now of Fort Worth, Tex., in the development of oil lands in the building in addition to considerable real estate holdings in and around St. Louis and in Joplin. Considerable mineral lands and leases in the Missouri, Kansas and Oklahoma lead and zinc mining fields also are owned by the corporation.

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Headed Relief Committee.

Several years ago he served as chairman of the Jasper county relief committee under former Governor Caulfield, and was actively in charge of relief work throughout the county for some time even after resigning his post as the directing head of the work. He also was associated with crippled children's work and similar enterprises in this county.

He was especially active in civic work with the Chamber of Commerce and Ozark Playgrounds Association, and was a charter member of the Joplin Rotary Club. He served as president of the club in 1920. He formerly served as a member of the board of directors of Freeman hospital, and was influential in the upbuilding of that institution.

He was a thirty-second degree Mason, a member of Joplin lodge No. 335, A. F. & A. M., and associated for many years with both Scottish Rite and York Rite activities. He also was a Knight Templar and a Shriner.

Surviving, besides his wife and the two brothers, E. A. Landreth and H. H. Landreth, are two daughters, Mrs. Helen Rainey of Joplin and Mrs. Ruth Winn of Syracuse.

(Continued on page 2)

of Joplin. Funeral services will be held in Joplin.

W. H. LANDRETH DIES FROM HEART ATTACK

(Continued from page 1)

N. Y.; two other brothers, J. P. Landreth of Evanston, Ill., and Ernest L. Landreth of Corpus Christi, Tex.; two sisters, Mrs. W. R. Neal of Odessa, Tex., and Mrs. Winslow Lawder of Pasadena, Calif., and three grandchildren, Patricia Rainey and Martha Lou Rainey of Joplin and William Fleming of Syracuse.

REC'D APR 21 1939

MISSOURI STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH

11173
Do not use this space.

1. PLACE OF DEATH
(a) County Jasper | Registration District No. 44
(b) Township Center | Primary Registration District No. 2002 | Registered No.
(c) City Joplin | (d) Street No. 536 N. Wall St.
(If death occurred in Hospital or Institution, write its name instead of street and number)
(e) Length of residence in city or town where death occurred 42 yrs. mos. ds. (f) How long in U. S., if of foreign birth? yrs. mos. ds.

536

2. PRINT FULL NAME William H. Landreth
(a) Residence, No. 536 N. Wall St.
(Usual place of abode, if no street address, write county or city) (If nonresident, give city or town and State)

PERSONAL AND STATISTICAL PARTICULARS

3. SEX	4. COLOR OR RACE	5. SINGLE, MARRIED, WIDOWED, OR DIVORCED (write the word)
Male	White	Married

5A. IF MARRIED, WIDOWED, OR DIVORCED — HUSBAND OF (OR) WIFE OF: Edith Cotton Landreth

6. DATE OF BIRTH (MONTH, DAY, AND YEAR) Oct. 24, 1872

7. AGE — YEARS	MONTHS	DAYS	If LESS than 1 day, ...hrs. or ...min.
66	5	4	

OCCUPATION
8. Trade, profession, or particular kind of work done, as sawyer, bookkeeper, etc. Head of Landreth
9. Industry or business in which work was done, as saw mill, bank, etc. Machinery Co.
10. Date deceased last worked at this occupation (month and year)
11. Total time (years) spent in this occupation

12. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Dawsons, Ill

FATHER
13. NAME Geo. W. Landreth
14. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Big Stone Gap, Va.

MOTHER
15. MAIDEN NAME Mary
16. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Litchfield, Ill.

17. INFORMANT (ADDRESS) H. H. Landreth 423 N. Moffet

18. BURIAL, ~~CREMATION, OR REMOVAL~~ PLACE Mt. Hope DATE March 31, 1939

19. FUNERAL DIRECTOR (NAME) (ADDRESS) Hamhill-Dillon Joplin Mo.

20. FILED 3-30-1939 E. D. Jones Local Registrar.

MEDICAL CERTIFICATE OF DEATH

21. DATE OF DEATH (MONTH, DAY, AND YEAR) March 28, 1939

22. I HEREBY CERTIFY, That I attended deceased from May 17, 1937, to March 28, 1939
I last saw h... alive on March 28, 1939 Death is said to have occurred on the date stated above, at 5:35 A.m.
The principal cause of death and related causes of importance were as follows:

	Date of onset
Arteria Sclerotic nephritis with "malignant hypertension"	unknown
121	

Other contributory causes of importance:

(1) Pulmonary edema (acute fatal)	3-28-39
(2) Acute cardiac dilatation	"
(3) Tertiary uremia	

Name of operation None Date of
What test confirmed diagnosis? Clinical findings Was there an autopsy? No

23. If death was due to external causes (violence), fill in also the following:
Accident, suicide, or homicide? Date of injury, 19
Where did injury occur? (Specify city or town, county, and State)
Specify whether injury occurred in industry, in home, or in public place.
Manner of injury
Nature of injury

24. Was disease or injury in any way related to occupation of deceased? No
If so, specify

(Signed) [signature], M. D.
(Address) 607 Main St. Joplin, Mo.
204 Sarah Kelly

(Licensed Embalmer's Statement on Reverse Side)

N. B.—Every item of information should be carefully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important.

WHITE PLAINLY, WITH UNFADING INK—THIS IS A PERMANENT RECORD

Long-Time Joplin Physician, Dr. Harry K. Wieman, Dies

Dr. Harry Kramer Wieman, 60, 536 N. Wall Ave., long-time Joplin physician, died at 9:45 a.m. Wednesday at his home after an illness of several months.

Dr. Wieman was born Oct. 13, 1921, in DeSoto. He received his bachelor of arts and bachelor of science degrees from the University of Missouri-Columbia and his doctor of medicine degree from Washington University School of Medicine at St. Louis in 1946.

He served an internship at St. John's Hospital in Tulsa, Okla., and residencies in internal medicine in Boston at the Chelsea Naval Hospital and the New England Deaconess Hospital.

He then became chief of medicine at the Naval Air Test Center Hospital at Patuxent River, Md. His seven years in the Navy also included a tour of duty as a ship's physician aboard the aircraft carrier USS Tarawa.

Dr. Wieman opened private practice in internal medicine in Joplin in 1959. He served terms as chief of staff of both St. John's and Freeman hospitals, and in 1965-66 was president of the Jasper County Medical Society. He was a member of the American Medical Association, Washington University Medical Center Alumni Association, Missouri Society of Internal Medicine, American Society of Internal Medicine, Jasper County Medical Society and was a staff member of Freeman Hospital and St. John's Regional Medical Center. He was a member of Beta Theta Pi social fraternity, Phi Beta Pi medical fraternity and Twin Hills Golf and Country Club.

He married Mary Elizabeth Campbell Dec. 27, 1944, in Tulsa. She survives.

Other survivors include two daughters, Mrs. Kathleen W. Robertson, Crestwood, and Mrs. Deborah W. Godfrey, Columbia; a son, Mark Eric Wieman, Onalaska, Texas; his mother, Mrs. Myrtle K. Wieman, DeSoto; a sister, Mrs. Elizabeth W. Koppenbrink, Higginsville; and two granddaughters.

The family will receive friends at Thornhill-Dillon Mortuary from 7 to 8 p.m. today.

The body will be cremated. A memorial service will be held at 7:30 p.m. Friday at St. John's Regional Medical Center Chapel with the Rev. Benedict W. Harter officiating.

Memorial contributions may be made to the St. John's Radiology Therapy Department, coronary care unit, hospice unit or the Joplin Chapter of the American Cancer Society.

Joplin Globe
Thurs. March 25, 1982

POST ART LIBRARY

MEMORIALS

The following are paid memoriums provided by family, friends, and loved ones.

Mary Campbell Wieman



Joplin, Mo. -- Retired Joplin school teacher Mary Campbell Wieman, age 76, Joplin, died at 7:06 p.m. Monday, May 22, 2000, at her residence after a short bout with cancer.

The widow of Dr. Harry Kramer Wieman, longtime Joplin physician, Mrs. Wieman was born November 24, 1923 in Eldorado, Ark., to John Wesley and Marguerite McNamara Campbell.

Mrs. Wieman attended Missouri University, Columbia, graduating with honors from the School of Journalism. While in college, she participated in Pi Beta Phi social sorority, was on the Pan Hellenic council, directed the campus weekly newspaper, was a member of the Women's Self Governing Association, War Board, Canteen Committee, and KEA sophomore honorary. She was a member of Mortar Board, Kappa Tau Alpha, and Theta Sigma Phi.

She and Dr. Wieman moved to Joplin in the early 1950s where she was a member of A.A.U.W., Women's Club of Joplin, and Jasper County Medical Society Auxiliary. She served as troop leader for the Girl Scouts and member of Multiple P.T.A. boards. She also wrote the Joplin Globe Sunday Book Review for many years. Recently she was active with several study groups including Travel Club, Ridpath and Fully Human.

After receiving teaching credentials from Kansas State College, Pittsburg, Kan., Mrs. Wieman taught at East Junior High, Joplin Senior High, and Memorial High schools. While at the high school, she was advisor for the Joplinmo yearbook and Spyglass newspaper which won several awards during her tenure. She also initiated the literary magazine for Joplin Senior High

Joplin Globe
Weds. May 24, 2000

eral study groups including Travel Club, Ridpath and Fully Human.

After receiving teaching credentials from Kansas State College, Pittsburg, Kan., Mrs. Wieman taught at East Junior High, Joplin Senior High, and Memorial High schools. While at the high school, she was advisor for the Joplinmo yearbook and Spyglass newspaper which won several awards during her tenure. She also initiated the literary magazine for Joplin Senior High School. When not involved with publications, Mrs. Wieman taught English 4 in the honors and regular programs. She was a teacher for 13 years.

After retiring in 1976 following a leave of absence to care for terminally ill family, Mrs. Wieman volunteered extensively in the Joplin area, especially at the Joplin Public Library where a memorial fund has been established in her name.

She was preceded in death by her husband, Harry K. Wieman on March 24, 1982, and is survived by two brothers, John and Tom Campbell of Tulsa, Okla.; three children, Kathleen W. Robertson of St. Louis, Mo., Deborah W. Godfrey of Hickory, N.C., and Mark E. Wieman of Livingston, Texas. Her grandchildren include Gwendolyn and Victoria Robertson, Matthew and Mark Godfrey, and Omid, Amir, Mitra, Adam, and Ali Ghaemmaghami.

A prayer service will be held Wednesday at 7:00 p.m. followed by visitation from 7:30 to 8:30 p.m. at Thornhill Dillon Mortuary. Father Justin Monaghan will officiate. A funeral mass will be held at St. Mary's Catholic Church, Father Monaghan officiating, at 12:30 p.m. Thursday. The family requests memorial contributions to: Mary C. Wieman Endowment Trust, in care of Joplin Public Library, 300 Main Street, Joplin, Mo. 64801.

THORNHILL-DILLON MORTUARY
6th & Byers 623-4567
www.joplinglobe.com

The Joplin Globe
JOPLIN, MISSOURI SUNDAY, SEPTEMBER 6 SECTION D

Seven Stops Planned . . .

Historical Homes Tour Scheduled Next Sunday

By HARLAN SNOW
Staff Writer

The fourth annual Historical Homes Tour sponsored by the Joplin Historical Society, will be held from 2 to 6 p.m. next Sunday, Sept. 13, "rain or shine."

Seven homes, ranging from one built in the 1840-50 period to one completed this year, are included on the tour. Visitors will see representative homes of several architectural periods.

The homes on the tour will be: "History House," 5240 N. Florida Ave. owned by Mr. and Mrs. Myral Butler; Schifferdecker Gardens, 2520 Hampton Place owned by Mr. and Mrs. Elwood L. McCune (garden tour only); Frederick Rogers home, 536 N. Wall Ave., owned by Dr. and Mrs. H. K. Wieman; Dr. Miller O. Coombs home, 930 N. Moffet Ave., owned by Mr. and Mrs. Raymond Birk; the new home of Mr. and Mrs. Ed Gregory, 2130 Wisconsin Ave.; the George Braun's home, at 1848 S. Galena Ave., Galena, Kan., owned by Dr. and Mrs. Robert G. Powell, and the Ed Schefferdecker home, 835 E. 8th St., Galena, owned by Mr. and Mrs. Bill Gayl Brady.

Representative views of the homes are shown in accompanying photographs.

Tickets for the tour are priced at $1.50 per person for society members and $2 per person for non-members. Advance tickets may be purchased from any member of the homes tour committee, First National Bank, at the office of Keystone Laundry, or direct from Miss Fern Gray, society treasurer, at 901 S. Byers Ave. There will be ticket tables at each of the seven homes on the day of the tour. A 12-page brochure, giving history of the homes and their owners, will be provided to each ticket purchaser, along with a tour map.

Mrs. Winfred L. Post and Mrs. C. B. Morgenthaler are co-chairmen of the tour. Sixteen society members serve on the committee. Net proceeds will finance society projects.

The society provided the following information on the various homes.

Mrs. Butler is shown beside the original fireplace in the living room of "History House." She is holding an oval glass plate, a souvenir, dated 1876, of the First U.S. Centennial. The plate belonged to the late Harry Woodell, former fire chief here. Vases and figures on the mantel were made by Mrs. Butler.

Homesteaded in 1837, the home was marked by a bronze tablet at the side of the front entrance, in April, 1937, by the Joplin Chapter of the Daughters of the American Revolution, to commemorate the 100th anniversary of the homesteading of Rothanbarger's first 360 acres on Turkey Creek. The home features hand-pressed brick from Rothanbarger's own brick kilns along the creek, wooden pegs, square-headed wrought iron nails, deep chimney cupboards, and wooden lost pegs.

A wagon trail going past the house and spring was used by escaping slaves, bush whackers, pioneers in covered wagons and wounded soldiers in the Civil War.

A new work study wing of the home will feature a demonstration by students of Mrs. Butler, making lace-draped porcelain figures, china painting and ceramics. Mrs. Rothellen Pittman, Mrs. Bill Allen and Mrs. James Campbell will be the artists.

The name Schifferdecker Gardens applies to eight acres, owned by Mr. and Mrs. McCune, homesteaded by Solomon Rothanbarger about 1847, near Turkey Creek. The first cabin, a one-room frame structure, was built against the bluff and made bullet-proof in the Civil War by inserting bricks between the studs. Rothanbarger sold the acreage in 1876 to Charles Schifferdecker, who developed a picnic area called Schifferdecker Gardens, where many citizens took lunch and drank beer Schifferdecker made at his nearby brewery.

The McCunes, who bought the property 28 years ago, have remodeled the house, and kept the gardens growing. Eight springs on the property have been converted into an irrigation system to sustain the gardens.

Mrs. McCune was photographed at a small garden centered by one of the springs and close to the entrance of a cave in the bluff where Schifferdecker cooled his beer.

Mrs. Wieman is shown in the dining room of the Frederick Rogers Home. The dining room features ceiling beams and mahogany paneling and imported crystal chandelier. The home will be open on the first floor only.

The home is a large gracious yellow brick, finished with hand-carved oak mantel and mahogany paneling. It was built in 1906 by Frederick Rogers of the mining firm of Holmes, Cope and Rogers on what was then the highest point of land in Joplin. It was later owned by the William H. Landreths, the Henry Aspins and purchased by the Wiemans in 1955. It was designed by Austin Allen, a Joplin architect.

The Dr. Miller Coombs residence, adapted from English Tudor design, was built in 1928 and represents a copy of a home in Cincinnati, Ohio, the native home of Mrs. Coombs. The local architects were Smith and Van Pelt. Wrought iron in the house was custom made by a Cincinnati firm. The house still has the original slate roof and copper guttering. The home will be open on both the first and second floors. Special features include random-width field stones on the first floor, timber and stucco on the second floor and leaded pane windows.

The Ed Gregory home, completed this year, is in contrast to the other homes. This is the first year for a new home on the tour. The Gregorys designed their home along Colonial lines, white brick, six imposing white columns and dark shutters. Mrs. Gregory is pictured standing at the entrance steps.

The Gregory home is on a five-acre tract, a portion of a 400 acres originally deeded by the United States to Mason Greaver on March 16, 1837.

Only two families have ever lived in the gracious, white clapboard, three-story frame home of Dr. and Mrs. Robert G. Powell of Galena. Built by George Braun in 1896, the home will be open on two floors. Visitors will see a chest brought to Kansas in a covered wagon in 1865 by Mrs. Powell's great-grandparents.

The wooded area was first ceded to the Cherokee Indian Nation by the United States in 1835. Later, it was ceded back to the federal government and then sold to the Spring Grove Land Co., from which George Braun purchased the acreage in the early 1880s. Braun, an uncle of George Potter of Joplin, was associated with Oliver S. Pucher of the Pucher Land Co. as an ore lawyer.

Mr. and Mrs. Brady are pictured standing at either side of a "pigeonhole Post Office" desk in the Schermerhorn home in Galena. The large Jacobean-period, red brick home with round towers and sharp pinnacles, large porches and small balconies, was built in the 1892-95 period by Schermerhorn, a wealthy banker, miner and lawyer. He tied in many ways with Charles Schifferdecker of Joplin. The 12-room home is filled with interesting and unusual furniture and art objects.

With 150 years of architecture represented in the four visitors can compare materials, styles and decorations of various periods of history in the Joplin area.

Committee assignments for the tour are as follows:

Hostesses — Mrs. Roy H. Ford, Mrs. Victor Aflen, Mrs. Edward S. Phinney and Mrs. H. W. Robertson Jr.

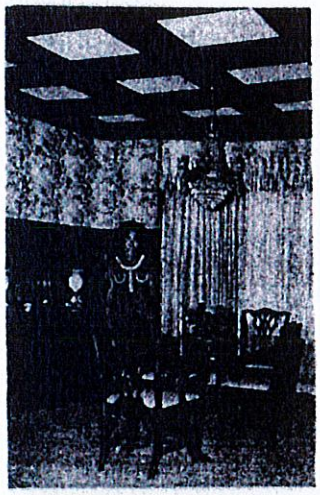
Tickets — Mrs. Ray Sharp, Mrs. Bruce Adamson, Mrs. Leroy Hickey, Mrs. Lora Hannah, Mrs. Thornton Land, Mrs. J. W. McAlister Jr. and Mrs. Harry L. Pate.

Publicity and brochures — Mrs. David Hosser, Mrs. Elizabeth Molloy and Mrs. David Blair.

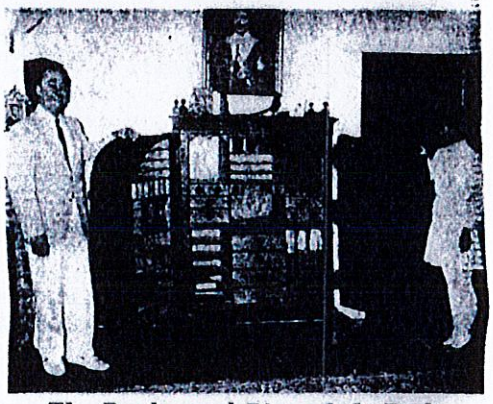
Tickets and finance — Miss Fern Gray and Mrs. Marguerite Jeffries.



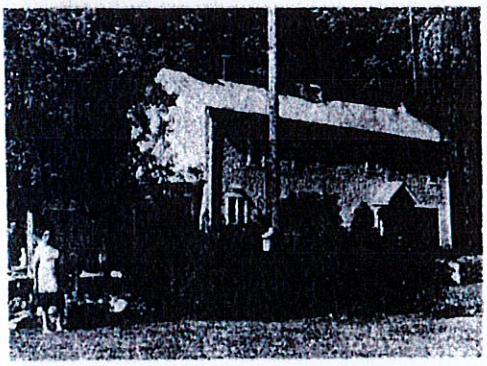
Tudor Style Used in Coombs House, Owned by Birks



Mrs. Wieman at Home



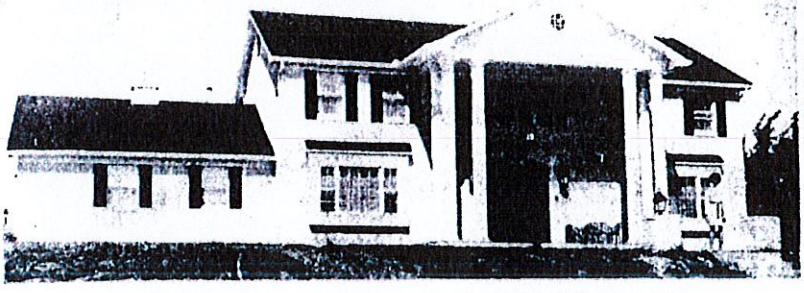
The Bradys and Pigeonhole Desk



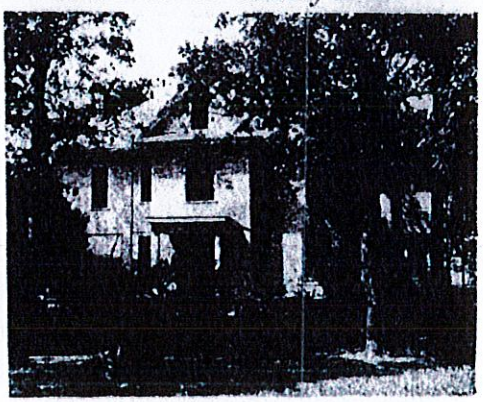
McCunes' Schifferdecker Gardens



Mrs. Butler in "History House"



New Ed Gregory Residence Styled on Colonial Lines



Powells' Galena Home Built 1896

The formal living room at the Robert Fleming residence, 1820 Sheri... ...nese red floral print which has been used for the draperies and to... ...cover the sofa. Walls and carpet are cream-colored.

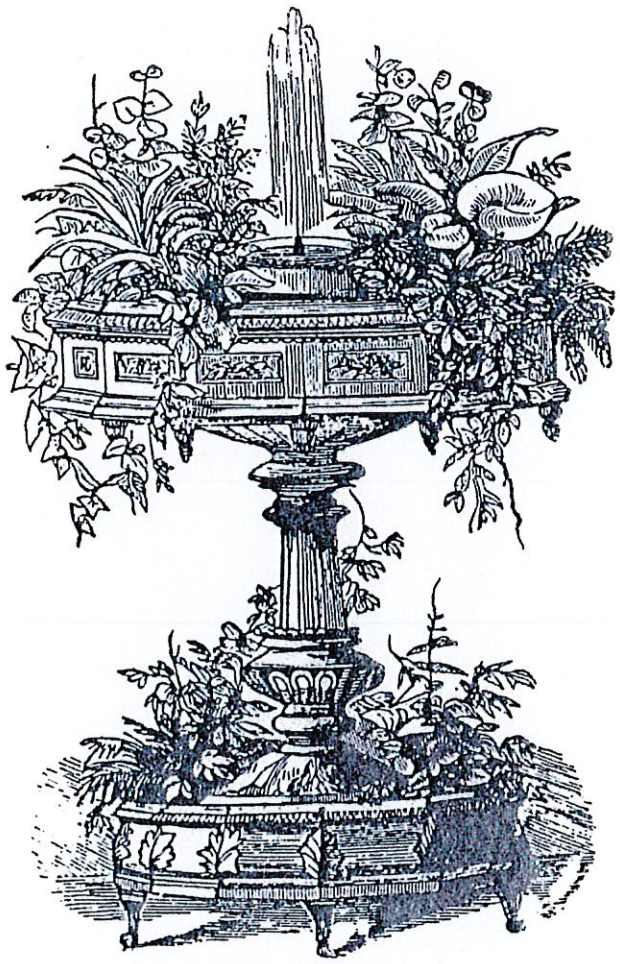
Homes tour treat slated on Sunday

...

...

...

SPRING HOMES TOUR AND BAZAAR



May 8, 1993
Joplin and Carthage, Missouri

NORTH HEIGHTS

A PLACE TO BELONG.

Place matters.

You belong to an extraordinary place. A place rooted in the past. A place brimming with possibility.

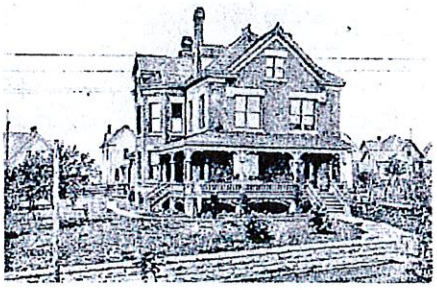
North Heights is a place where people stroll down sidewalks shaded by 100 year old trees. North Heights is a place of front porches and walking mail carriers. Children ride bicycles and run through sprinklers. It is a place where neighbors greet each other in the street and meet over barbeques.

North Heights is that kind of place, a place to belong.

The Story of Our Place

The story of North Heights is intertwined with the story of Joplin. The City of Joplin was founded on the heels of a mining boom in 1873. Most of the area we now call North Heights was owned and mined by the Granby Mining Company during the 1870s and 1880s. Few traces of that mining past can be found in the neighborhood today. The mining company sold most of the land between what are now A and F streets to the City of Joplin in 1891, and development began soon afterward. The original Columbia Elementary School (then called North Heights School) was built the following year on the corner of E street and N. Moffet, becoming an anchor for the developing residential neighborhood. The current Columbia Elementary School building was constructed in 1927, and remains an important part of the neighborhood to this day.

North Heights is unique in that much of the historical character of the neighborhood has been spared construction and demolition over the years. Homes of some of Joplin's founding fathers still stand here. One of the oldest buildings in North Heights is the Craigin Mansion at 516 N Wall Avenue, part of which was originally constructed in 1871. Having served a number of purposes through the years, today the Craigin Mansion is a part of the Neighborhood Life House, a faith-based community development and improvement organization serving the neighborhood's residents.



Sources: http://www.joplinmo.org/DocumentCenter/View/5677, http://www.historicjoplin.org/, http://neighborhoodlifehouse.org/#about, http://cdm.sos.mo.gov/cdm/ref/collection/jplnpstcrds/id/701

P & Z Case 008-18
Kenneth Meisinger
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property known as the Frederick H. Rodgers House as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 536 N. Wall 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:

LOTS 123 AND 124 IN NORTH HEIGHTS ADDITION, LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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 including in a Historic Preservation Overlay District.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: Council Bill No. 2018-407
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Preservation Resources, Inc Workshop Agreement
2) Council Bill No 2018-407

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

INTRODUCTION:
The following Agreement is between the City of Joplin and Preservation Resources, Inc to provide professional services to conduct a three-day historic window restoration and weatherization workshop.

DISCUSSION:
The Joplin Historic Preservation Commission, in an effort to increase the technical capacity of local contractors with respect to historic preservation, has invited and desires to engage Bob Yapp of Preservation Resources, Inc in conducting a three-day workshop for instruction in historic window restoration, weatherization and re-installation.

The agreement with Preservation Resources, Inc. is for Fourteen Thousand Eight Hundred Dollars ($14,800) from the Historic Preservation Commission legal and professional fees budget.

RECOMMENDATION:
Staff recommends approval of the Agreement.

AGREEMENT
FOR PROFFESSIONAL CONTRACTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Preservation Resources, Inc, whose address is 521 Bird Street, Hannibal, Missouri 63401, hereinafter referred to as the "Contractor" is for professional services.

WHEREAS, the City, at the behest of the Historic Preservation Commission, desires to retain a professional contractor to conduct a three-day window restoration and weatherization workshop; and

WHEREAS, the Contractor desires to provide services in furtherance of this workshop to the terms of this Agreement.

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

ARTICLE I – Services

The contractor agrees to perform in a professional manner the following:

A. To provide services in completing a three-day workshop for the purpose of instruction to restore, weatherize and re-install windows in accordance with standards of historic properties and restoration thereof.
B. The workshop will provide instruction for up to eighteen (18) students.
C. The workshop will be conducted on May the 18th, 19th and 20th in the City of Joplin, principally at the location of the Empire Market at 931 East 4th Street, with the consent of the property owners. Additional work at properties for installation of workshop deliverables will be with the consent of the property owners.
D. Provide copies of waivers of liability, signed by participating students.
E. Secure, and provide if requested, agreements with other organizations delivering provisions of the workshop not funded by the City.

ARTICLE II – General Conditions

1. The Contractor shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it in the workshop, or the material or equipment used, or the conduct of the work.
2. The Contractor shall complete the work in a diligent manner.
3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.
4. In performance of the workshop covered by this Agreement, the Contractor shall not discriminate against any participant because of race, creed, color, political affiliation, handicap or national origin.

5. City shall have the right to make changes within the general scope of Contractor's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment signed by an authorized representative of the City and the President of the Contractor.

ARTICLE III – Responsibilities

The Contractor Shall:

1. Provide staff that is experienced providing work that is described in this Agreement.
2. Provide an invoice prior to commencing the workshop.
3. Provide up to 18 jump drives and educational materials to participating students.
4. Provide any promotional materials or information, and agree to media interview for the purpose of promotion, if requested.

ARTICLE IV – Costs and Payments

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for a lump-sum of $14,800, including all professional time, travel, materials and equipment, expenses, etc., payable in check at the finance department of the City of Joplin, 3rd floor of City Hall, May 21st, 2018.
2. No out-of-pocket expenses for travel, mileage, or related expenses will be reimbursed by the City.

ARTICLE V – INDEMNIFICATION AND INSURANCE

The Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VI – MISCELLANEOUS

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

B. HEADINGS. The headings of paragraphs in the Agreement are for Convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

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

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breath of this Agreement shall not thereafter be deemed to be a consent by waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to the Agreement to assert its rights for any breach of the Agreement shall not be deemed a waiver of such rights. Should the 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 attorney' fees and costs incurred as determined by the Court in any such cause of action.

E. SEVERABILITY. If any of the provision of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provision of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

G. 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.

ARTICLE VII – AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

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

FOR THE CONTRACTOR

Preservation Resources, Inc



_____

BY: Robert C. Yapp Jr.
President

DATE: March 22, 2018

FOR THE CITY

City of Joplin, Missouri

_____

BY: Troy Bolander
Director of Planning

DATE: _____

ATTEST: _____
Planner for Historic
Preservation Commission

COUNCIL BILL NO. 2018-407 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Preservation Resources, Inc, are desirous of entering into an agreement whereby Preservation Resources, Inc will provide professional services to conduct a three-day window restoration and weatherization workshop.

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

Section 1: That an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc. in an amount not to exceed Fourteen Thousand Eight Hundred Dollars ($14,800.00), a copy of same attached hereto and incorporated herein, be and the same is hereby approved.

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

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

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney



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

FY2018
ACTION PLAN

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

Executive Summary

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

1. Introduction

The FY 2018 Action Plan identifies projects and activities meant to address the needs and goals of the 2015-2019 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year.

2. Summarize the objectives and outcomes identified in the Plan

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

- Neighborhood Revitalization Activities (Infrastructure Improvements, specifically sidewalks)
- Public Services Activities (HMIS funding, Coordinated Entry Program)
- Housing Rehabilitation Activities
- CHDO New Construction
- Homebuyer New Construction

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

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service projects.

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation Plan was updated for the new fiscal year.

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

- Two advertised public meetings (January 23, 2018 and February 27, 2018 at Joplin City Hall)
- Two 30-day public comment period (January 24 - February 22, 2018 & February 28 – March 29, 2018)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.

- Public Hearing at the April 17, 2018 City Council Meeting; Council approved the plan via resolution at this meeting.

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

5. Summary of public comments

One comment received. Voiced concern that funding was lacking to address affordable housing and the needs of the homeless.

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

One comment received. Comment was not in reference to the Action Plan and suggested activities that would not meet national objective.

7. Summary

The City of Joplin, in cooperation with area non-profits, will be targeting resources in a data driven method to stabilize neighborhoods and improve neighborhood health. Framework for neighborhood stabilization, cooperatively created with One Joplin Coalition members, will identify neighborhoods in decline and coordinate federal and non-federal expenditures in target areas until a threshold of investment is achieved, and evidence of private investment is returning to the neighborhood.

New targets for expanding CHDO and sub recipient capacity are to be discussed and implemented during the formulation of this Action Plan. The goal is to leverage HOME funds with other sources to increase the number of homes built with existing HOME budget.

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

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

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

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

Table 1 – Responsible Agencies

Narrative

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

Consolidated Plan Public Contact Information

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

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 510

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

1. Introduction

Consultation on the development of the plan began in November 2017 through discussions with current participating sub-recipients. The plan has been further developed through public meetings and public comment.

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

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-need populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area and we will be partnering with them to develop strategies by which to remedy this and other problems. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to ensure regular contact and awareness of activates performed by both entities. Currently the City has entered into agreement for $4,000,000 of CDBG-DR assistance in the construction of very-low income elderly bungalows to be administered by the Public Housing Authority.

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

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area.

Over the course of the past three years, the Homeless Coalition has designed and implemented a Coordinated Entry program. The City partially funds the Coordinated Entry Program through Public Service Grants. The group sends monthly reports to the City of Joplin, and their progress in the program is promising. To date, the Housing Connect program has completed 898 Assessments, and housed 214 individuals.

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

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

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; we do not have any control over the allocation of ESG funds. However, we do provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Service-Fair Housing Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are the city's primary CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies.
2	**Agency/Group/Organization**	JOPLIN AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
3	**Agency/Group/Organization**	Legal Aid of Southwest Missouri
	Agency/Group/Organization Type	Housing Services - Housing Services-Fair Housing Business and Civic Leaders Non-Profit Collaborative

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid is a non-profit legal services firm serving low-income citizens of the area. Legal Aid is providing technical support to area nonprofits in the provision of affordable housing.
4	**Agency/Group/Organization**	Fuller Center
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fuller Center is looking to coordinate with the City of Joplin to implement affordable housing opportunities using non-federally funded projects.

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

All necessary parties (including housing providers, homeless coalitions, and the housing authority) were consulted during the planning and development process.

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

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

Table 3 – Other local / regional / federal planning efforts

Narrative

Economic Security Corporation of Southwest Missouri and Joplin Area Habitat for Humanity are key organizations in the Joplin area for addressing the needs of the very-low to moderate income population.

Economic Security Corporation operates the Homeless Coordination Entry Program and is a key member of the Homeless Coalition. Economic Security Corporation also has operated a Homeowner Rehabilitation Program for 30 years and the City of Joplin allocates HOME funds to this existing program to improve program capacity.

Habitat for Humanity is the principle provider of affordable single-family homes in the Joplin area. Habitat is currently reorganizing to seek CHDO designation and increase CHDO capacity. Consultation with Habitat has resulted in new HOME program implementation that is intended to leverage traditional financing to reduce the amount of Federal funds in each project and increase the supply of affordable homes.

AP-12 Participation - 91.401, 91.105, 91.200(c)

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

The first public hearing on the FY2018 Action Plan was held at the Joplin City Hall on January 23, 2018. Public notice was published within the Joplin Globe on December 4, 2018 and on www.joplinmo.org.

The second public hearing on the FY2018 Action Plan was held in the Fifth Floor Study of City Hall on February 27, 2018 from 5:00 pm - 6:00 pm. Public notice was published in the Joplin Globe on February 11, 2018.

Public comments on the draft plan was accepted through two comment periods, January 24th-February 22nd and February 28th- March 29, 2018.

The final Action Plan will be presented to Joplin City Council on April 16, 2018.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Website	Citywide	N/A	2	1 – Not Applicable	https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications
2	Press Release	Citywide	N/A	0	0	https://www.joplinmo.org/
3	Newspaper	Regional	N/A	0	0	http://www.joplinglobe.com/
4	Two Public Meetings	Citywide	4 organizations in attendance. Positive response.	N/A	N/A	N/A

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Joplin typically uses its CDBG and HOME allocations towards forwarding the three primary goals of HUD: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate-income persons. The City accomplishes these goals through a number of different types of projects and activities. For FY2018, the City's exspected allocation amounts are

$333,615 for HOME and $491,315 for CDBG.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	491,315	0	69,597.25	560,912.25	1,000,000	On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents. A low bid on public infrastructure from previous year has resulted in unanticipated prior year resources.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	333,615	0	0	333,615	700,000	On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Admin and Planning Economic Development Homebuyer assistance Homeowner rehab Housing Public Improvements Public Services Other	0	0	74,000,000	74,000,000	74,000,000	This is an estimated amount of CDBG-DR II funds available during the reporting period.
CDBG – Neighborhood Stabilization Program	Public - Federal	Purchase and redevelopment of foreclosed and abandoned homes	0	107.69	18,660.79	18,768.48	18,768.48	Unused funds from FY2014. Intended to be spent and grant to be closed in the reporting period.

Table 2 - Expected Resources – Priority Table

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

The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders

to adjust to program changes and help difficult to qualify homebuyers. Finding qualifying homebuyers has been a challenge for the program. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers. The Community Development office is also encouraging the use of the Missouri Abandoned Housing Act in the hope of providing a previously unused form of low cost acquisition relative to project schedule of values, decreasing the needed federal funds per project.

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

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

The City will on occasion donate lots to non-profits or other stakeholders for projects or development. Currently the City is identifying a hand-full of sites for this purpose. There are many City lots located in target areas for community development. The City is researching the process of cleaning titles for the purpose of housing. To this end, the City has already identified four lots to be donated to non-profits that provide affordable housing without using Federal funds. An additional 8 lots should be available in the next year for the local affordable housing developers.

Discussion

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

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide safe, decent affordable housing and improve program performance	2018	2020	Affordable Housing	Census Tract 106 Census Tract 101	Safe Decent Affordable Housing	HOME: $300,250	Homeowner Housing Added: 3 minimum. Household Housing Unit Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2019	2020	Non-Housing Community Development	Census Tract 101	Public Infrastructure and Facility Improvements	CDBG: $310,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7600 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 7600 Households Assisted Facade treatment/business building rehabilitation: 2 Business

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Improve Livelihood through Public Service Activity	2018	2020	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Services for Low Income and Special Needs	CDBG: $42,000	Homelessness Prevention: 200 Persons Assisted

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems.
3	**Goal Name**	Improve Livelihood through Public Service Activity
	Goal Description	Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Joplin will next identify a total of 8 projects in this year's Annual Action Plan. They are as follows: infrastructure improvements, Missouri Abandoned Housing Act programming, Public Service Grants for HMIS Funding for the Homeless Coalition and Coordinated Entry Program Funding, CDBG admin, CHDO activities, owner-occupied rehabilitation, HOME admin, and funding the Great Day of Service Neighborhood Clean-up.

The City also has a number of ongoing CDBG-DR projects. Current status on the projects (including funding, constructions timelines, and beneficiaries) can be found at: https://joplinmo.maps.arcgis.com/apps/MapSeries/index.html?appid=4ee5fa0f343343208192ef0df3305b06

#	Project Name
1	Neighborhood Improvements - NID IV
2	Public Service Activities
3	Homeowner Rehabilitation
4	Abandoned Housing Act
5	CHDO Set-aside
6	CDBG Administration and Planning
7	HOME Administration and Planning
8	Neighborhood Clean-Up

Table 4 – Project Information

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

Allocation priorities were made based on public input, strategic plan needs and goals, and previous project funding successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. In this Action Plan, we moved away from Public Service Applications and prioritized public service activities focused on addressing homelessness. In this manner, limited public service funds will be prioritized to projects of greatest need.

AP-38 Project Summary

Project Summary Information

	Project Name	Neighborhood Improvements - NID IV
	Target Area	Census Tract 101
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $350,000
	Description	Funding for 2017 infrastructure projects within Neighborhood Improvement District 4.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The City will undertake Sidewalk Construction in a LMI Area of the City of Joplin. This project is part of ongoing efforts to revitalize a distressed area of Joplin.
	Project Name	Public Service Activities
	Target Area	Citywide
	Goals Supported	Improve Livelihood through Public Service Activity
	Needs Addressed	Public Services for Low Income and Special Needs
	Funding	CDBG: $42,000
	Description	Public Service Activities to serve vulnerable populations within the City of Joplin
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	200
	Location Description	Citywide

	Planned Activities	Two activities are planned under this project: 1. Coordinated Entry Program funding will be used to provide coordinated entry assessments of the area homeless. 2. Homeless Coalition HMIS Funding: Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development
	Project Name	CDBG Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	CDBG: $98,263
	Description	Administration and Planning for CDBG Activities
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board.
	Project Name	2018 Homeowner Rehabilitation
	Target Area	Census Tract 101 Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $82,500

	Description	Rehabilitation of Owner-Occupied Units by Economic Security Corporation, a local non-profit housing partner.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	4-6
	Location Description	
	Planned Activities	Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.
	Project Name	2018 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $190,253.50
	Description	A Community Housing Development Organization will act as the owner and developer of homebuyer new construction or rehabilitation activities.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	6 low to moderate-income households.
	Location Description	
	Planned Activities	The community development will underwrite activities to determine amount of HOME funds required to make the property affordable
	Project Name	HOME Administration and Planning
	Target Area	Consortia wide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity

	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	HOME: $33,361.50
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Pro-rata share of Planning/ Community Development staff and overhead.
	Project Name	Neighborhood Clean-Up
	Target Area	East Town Neighborhood
	Goals Supported	Provide a safe and clean-living environment
	Needs Addressed	Safe Decent Affordable Housing Public Services for Low Income and Special Needs
	Funding	CDBG $10,000
	Description	Provide large trash pick-up in low-income neighborhood during community wide Great Day of Service
	Target Date	Fund will be used over a few years for this activity
	Estimate the number and type of families that will benefit from the proposed activities	East Town Neighborhood. 40 families direct benefit and 200 potential benefit neighborhood impact
	Location Description	East Town Low-income Neighborhood
	Planned Activities	

AP-50 Geographic Distribution - 91.420, 91.220(f)

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

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

Geographic Distribution

Target Area	Percentage of Funds
Census Tract 110	
Census Tract 106	
Census Tract 101	89
Main Street	
Census Tract 108	

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

Discussion

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

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

Utilizing HOME funds, the City of Joplin will construct a minimum of three new homes and perform owner-occupied rehabilitation on another four. With CDBG funds, the City will focus on completing infrastructure improvements in the target area, and providing public services for the homeless.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	9
Special-Needs	0
Total	209

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	6
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	10

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

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

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

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

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

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

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

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

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

The Housing Authority is not designated as troubled.

Discussion

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

Housing Resource Board.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually.

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

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

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

The Homeless Coalition provided the following information regarding their services:

Prevention
Emergency Shelter
Transitional Housing
Rapid Re-Housing
Permanent Subsidized Supportive Housing
Permeant Housing – Rental and Homeownership

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

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

Outreach also happens twice per year when the Point In Time counts are conducted. (January and July) Teams of volunteers divide up the communities and known locations in search of people living

unsheltered. Volunteers survey people they encounter and offer resource information.

Addressing the emergency shelter and transitional housing needs of homeless persons

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

The current emergency shelter providers are:

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

The current transitional housing providers are:

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

Homeless persons receive referral to providers through Coordinated Entry.

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

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

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

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of**

Priority for Permanent Supportive Housing Projects which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

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

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

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

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

Discussion

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

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

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

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

The City has made some progress on objectives laid out in its Analysis of Impediments to Fair Housing. Most notably, the City will be implementing the Missouri Abandoned Housing Act project, as part of the FY2016 Action Plan, to encourage area non-profits to utilize this housing legislation. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Code updates will be addressing setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had difficulty in landlords accepting housing choice vouchers. The City of Joplin has entered into agreement with Economic Security Corporation for $4,000,000 of CDBG-DR assistance in the construction of low-income elderly bungalows. This development will be accepting vouchers administered by the Public Housing Authority.

Discussion

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

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

FY2018 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. A pilot program to familiarize non-profits with the Abandoned Housing Act will begin within this Action Plan reporting period.

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

FY2017 Action Plan economic development activity will be implemented during the FY2018 Action Plan reporting period. Funds paying for equipment and training to a for-profit employer will provide a minimum of 42 jobs in the next two years. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

Actions planned to develop institutional structure

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

representation on the One Joplin Poverty Team, and the Housing Sub-Committee. The One Joplin Poverty Team Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program.

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

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

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

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

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

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

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	84.00%

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

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

   The City offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer's subsidies to allow affordable homes to low and moderate-income homebuyers

through the CHDO activity.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

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

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

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

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

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

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

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

   When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24

92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

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

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

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

Attachments

Grantee Unique Appendices

PUBLIC NOTICE

City of Joplin

Planning, Development and Neighborhood Services

602 S Main St

Joplin, MO 64801

417-624-0820

The City of Joplin is developing a one year Action Plan (FY 2018) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2018 is $491,315.00. The estimated amount of HOME fund to be received for fiscal year 2018 is $333,615.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primary be used for activities that benefit low and moderate income persons.

A public meeting will be held on Tuesday January 23, 2018, 5:00 p.m., in the 5th Floor Conference Room located in City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2018 Action Plan and previous program performance. The public comment period will begin on Wednesday, January 24th and end on Wednesday, February 22nd. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2018 Action

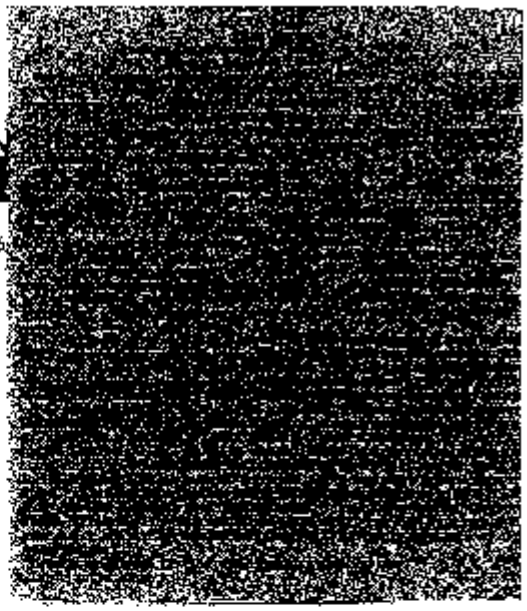
Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

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

Attention:	Legal Ad Supervisor
Please Publish:	January 7, 2018 Legal Section
Bill to:	City of Joplin Planning Development and Neighborhood Services 602 South Main Street Joplin, Missouri 64801

- Please contact Thomas Walters (417) 624-0820 ext. 539, if you have questions regarding this publication request.

PLEASE PUBLISH IN JOPLIN GLOBE: Sunday January 7, 2018



THE JOPLIN
GLOBE

P.O.Box 7, Joplin, Missouri 6
Phone(417)623-3480
Fax(417)623-1188

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

AFFIDAVIT OF PUBLICATION

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

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

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 01/07/2018	01/07/2018	LEGAL 282/ACTIO	1	428.17

Jennifer Lee (Business Manager)
Jennifer Lee

Subscribed and sworn to before me this 7th day of

January, 2018

Notary Public
Diana J. Crouch/15116002
02/21/2019

Public Information Office
lonstot@joplinmo.org
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 204
417- 625-4707 (Fax)
www.joplinmo.org

NEWS RELEASE

FOR IMMEDIATE RELEASE
January 24, 2018

SUBJECT: Community Development Office seeking comment on Fiscal Year 2018 Action Plan

CONTACT: Lynn Onstot, Public Information Officer
417-624-0820, ext. 204

Citizens throughout the Joplin area are encouraged to submit comments regarding the Fiscal Year 2018 Action Plan which identifies how the Joplin region intends to allocate Community Development Block Grant Entitlement and Joplin Area Consortia HOME Investment Partnership funds. The Action Plan serves as the guide for Community Development grant funded activities within the City of Joplin and the Joplin Area Consortia. Activities include infrastructure improvement, public service grants and the provision of affordable housing.

Public Participation is encouraged by the Community Development Office and collections of public comment are a requirement of the Department of Housing and Urban Development. The Community Development Office will be taking public comments until the close of business on Thursday, February 22, 2018. The City Council will vote on the 2018 Action Plan on April 17, 2018 at 6:00 p.m. in the 5th Council Chambers at City Hall.

The 2018 Action Plan can be viewed at https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications.

If there are any questions pertaining to the 2018 Action Plan please contact Thomas Walters at 417-624-0820, extension 539 or by email at twalters@joplinmo.org.

NOTE: If you are in need of disability related auxiliary aids or services, contact the City of Joplin's ADA Coordinator at 624-0820, Ext. 210, or the City Clerk's Office at 624-0820, Ext. 220. Kindly give us forty-eight (48) hours notice to arrange for the aids or services. TTD Number (417) 625-4774. ***Interpreter services are also available if requested at least seven calendar days in advance of the meeting.*** *Servicios de interpretación están disponibles si se piden al menos 7 días antes de la reunión.*

PUBLIC NOTICE

City of Joplin

Planning, Development and Neighborhood Services

602 S Main St

Joplin, MO 64801

417-624-0820

The City of Joplin is developing a one year Action Plan (FY 2018) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2018 is $491,315.00. The estimated amount of HOME fund to be received for fiscal year 2018 is $333,615.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primary be used for activities that benefit low and moderate income persons.

A public meeting will be held on Tuesday February 27, 2018, 5:00 p.m., in the 5th Floor Conference Room located in City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2018 Action Plan and previous program performance. The public comment period will begin on Wednesday, February 28th and end on Thursday, March 29th. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2018 Action

Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

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

Attention:	Legal Ad Supervisor
Please Publish:	February 11, 2018 Legal Section
Bill to:	City of Joplin Planning Development and Neighborhood Services 602 South Main Street Joplin, Missouri 64801

- Please contact Thomas Walters (417) 624-0820 ext. 539, if you have questions regarding this publication request.

PLEASE PUBLISH IN JOPLIN GLOBE: Sunday February 11, 2018

THE JOPLIN
GLOBE

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

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

AFFIDAVIT OF PUBLICATION

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

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1969. The below listed advertisement appeared in the following issues():

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 02/11/2018		LEGAL 348/ACTIO	1	413.63

Jennifer Lee (Business Manager)

Subscribed and sworn to before me this 11th day of February, 2018

Diana J. Crouch, Notary Public
02/21/2019

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

Please Print

Public Meeting - CDBG & HOME Program; FY2018 Action Plan

Date: February 27, 2018 **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall**
5th Floor Study

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thomas Walters	C of J			twalters@joplinmo.org
Shannon McKinney	LAWMO	935 S. Joplin Joplin	782 1250	smckinney@lawmo.org
Dan King	JAFCH	3604 Ridge Dr 64801	439-1206	danking@cableone.net
Roger Nelson	JAFCH	1211 Grand Carthage, MO 64836	417-793-6431	RNelson491@yahoo.com
Jackie Williams	JAFCH	6116 Highland Dr, Joplin	4174391997	joplinproperties@gmail.com

Public Information Office
lonstot@joplinmo.org
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 204
417- 625-4707 (Fax)
www.joplinmo.org

NEWS RELEASE

FOR IMMEDIATE RELEASE
February 20, 2018

SUBJECT: Community Development Office seeking comment on Fiscal Year 2018 Action Plan

CONTACT: Lynn Onstot, Public Information Officer
417-624-0820, ext. 204

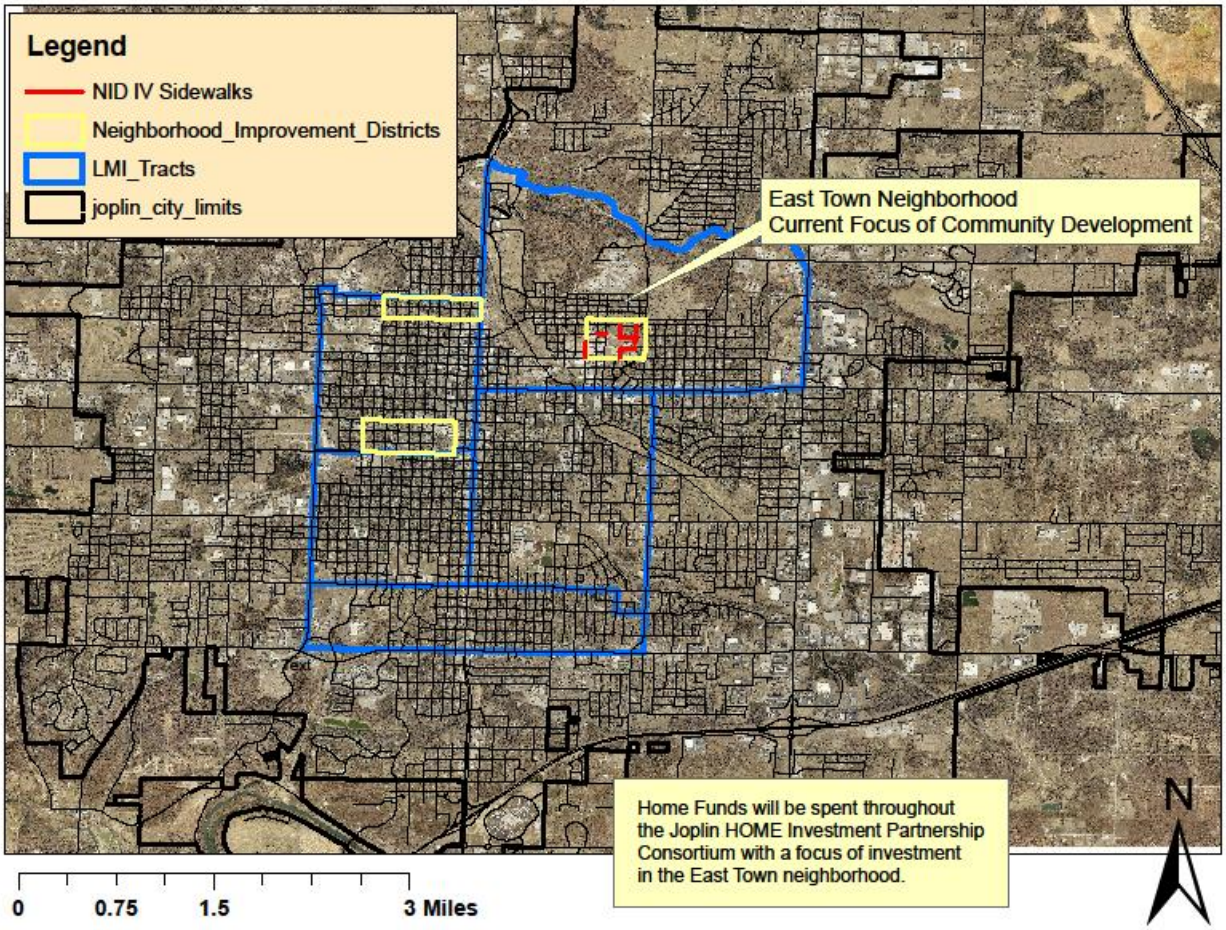
Citizens throughout the Joplin area are encouraged to submit comments regarding the Fiscal Year 2018 Action Plan which identifies how the Joplin region intends to allocate Community Development Block Grant Entitlement and Joplin Area Consortia HOME Investment Partnership funds. The Action Plan serves as the guide for Community Development grant funded activities within the City of Joplin and the Joplin Area Consortia. Activities include infrastructure improvement, public service grants and the provision of affordable housing.

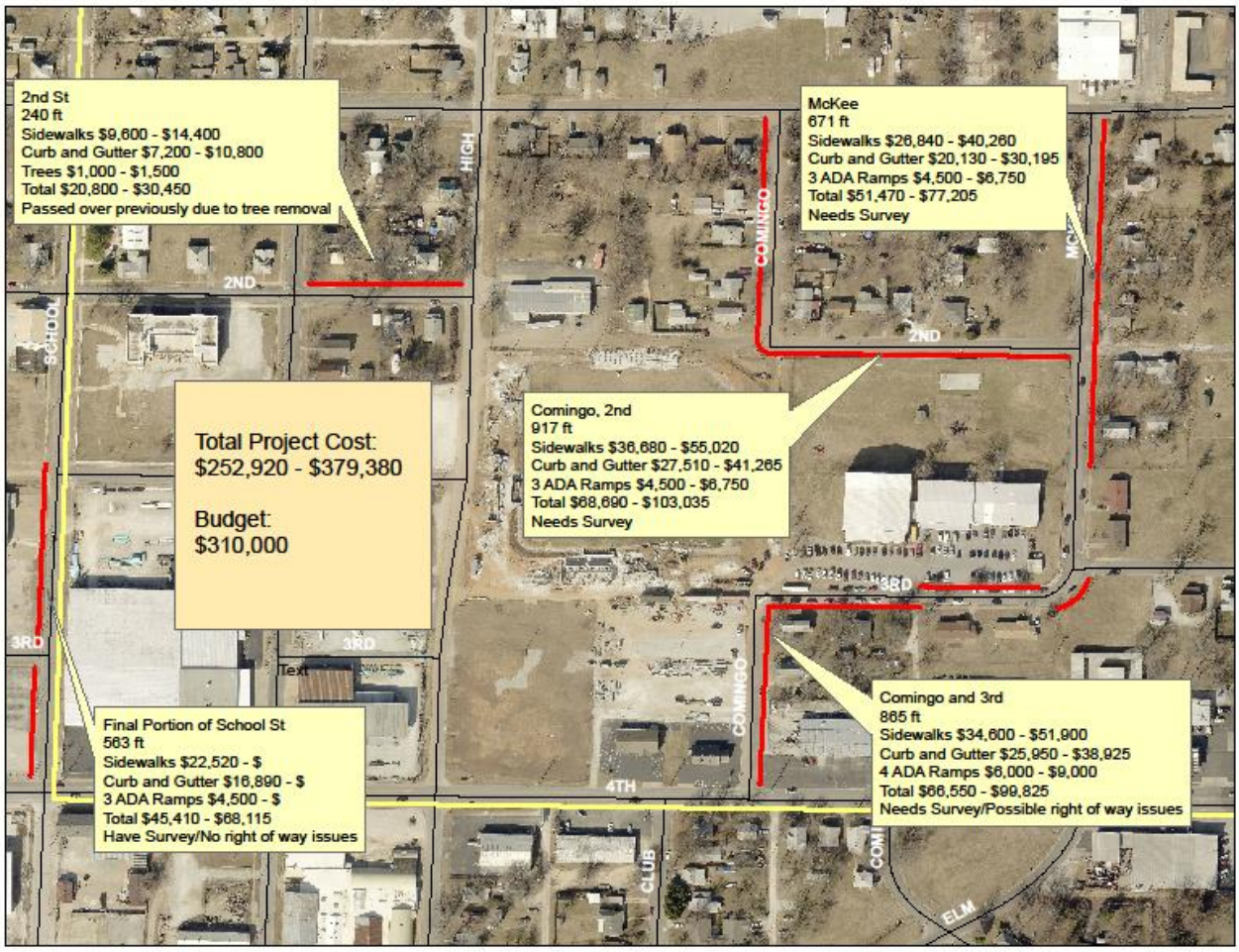
Public Participation is encouraged by the Community Development Office and collections of public comment are a requirement of the Department of Housing and Urban Development. The Community Development Office will be holding a second public meeting February 27th on the fifth floor of City Hall and taking public comments until the close of business on Thursday, March 29, 2018. The City Council will vote on the 2018 Action Plan on April 17, 2018 at 6:00 p.m. in the 5th Council Chambers at City Hall.

The 2018 Action Plan can be viewed at https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications.

If there are any questions pertaining to the 2018 Action Plan please contact Thomas Walters at 417-624-0820, extension 539 or by email at twalters@joplinmo.org.

NOTE: If you are in need of disability related auxiliary aids or services, contact the City of Joplin's ADA Coordinator at 624-0820, Ext. 210, or the City Clerk's Office at 624-0820, Ext. 220. Kindly give us forty-eight (48) hours notice to arrange for the aids or services. TTD Number (417) 625-4774. *Interpreter services are also available if requested at least seven calendar days in advance of the meeting.* *Servicios de interpretación están disponibles si se piden al menos 7 días antes de la reunión.*


Legend
NID IV Sidewalks
Neighborhood_Improvement_Districts
LMI_Tracts
joplin_city_limits
East Town Neighborhood
Current Focus of Community Development
Home Funds will be spent throughout the Joplin HOME Investment Partnership Consortium with a focus of investment in the East Town neighborhood.
N
0
0.75
1.5
3 Miles


2nd St
240 ft
Sidewalks $9,600 - $14,400
Curb and Gutter $7,200 - $10,800
Trees $1,000 - $1,500
Total $20,800 - $30,450
Passed over previously due to tree removal
McKee
671 ft
Sidewalks $26,840 - $40,260
Curb and Gutter $20,130 - $30,195
3 ADA Ramps $4,500 - $6,750
Total $51,470 - $77,205
Needs Survey
Total Project Cost:
$252,920 - $379,380
Budget:
$310,000
Comingo, 2nd
917 ft
Sidewalks $36,680 - $55,020
Curb and Gutter $27,510 - $41,265
3 ADA Ramps $4,500 - $6,750
Total $68,690 - $103,035
Needs Survey
Final Portion of School St
563 ft
Sidewalks $22,520 - $
Curb and Gutter $16,890 - $
3 ADA Ramps $4,500 - $
Total $45,410 - $68,115
Have Survey/No right of way issues
Comingo and 3rd
865 ft
Sidewalks $34,600 - $51,900
Curb and Gutter $25,950 - $38,925
4 ADA Ramps $6,000 - $9,000
Total $66,550 - $99,825
Needs Survey/Possible right of way issues
HIGH
COMINGO
2ND
SCHOOL
3RD
4TH
CLUB
ELM

Section 7 - APPENDIX A - Lead Regulations

LEAD BASED PAINT
(24 CFR PART 35)
REFERENCE GUIDE

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

A. HUD's Lead-Safety Regulation

Federal Register (Wednesday, September 15, 1999)

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

B. Exemptions *24 CFR 35.115*

- Post-1977 housing (1978 and newer)
- Zero-bedroom units
- Property certified as lead-based paint free
- Property where lead-based paint was removed
- Disaster Related Emergency & Accessibility actions
  Note: Always get these prior approved by the PJ first.

C. Documentation Required

Notice To Occupants

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

Hazard Reduction Work

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

Clearance Report (after completion of rehab)

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

7-1

D. General Procedural Overview

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

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

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

Course of Action:

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

E. Lead Hazard Evaluation Methods & Qualifications

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

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

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

Summary of Lead-Based Paint Requirements by Activity

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

7-4

F. Lead Hazard Reduction Methods:

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

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

   - **Paint stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.
   - **Treatment for friction or impact surfaces** – If lead-based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this work include re-hanging binding doors, installing door stops, or reworking windows.
   - **Treatment for chewable surfaces** – If a child under six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.
   - **Lead-contaminated dust control** – All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, window sills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.
   - **Lead-contaminated soil control** – If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs.

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

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

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

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

G. Safe Work Practices 24 CFR 35.1350

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

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

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

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

Occupant Protection *(24 CFR 35.1345)*

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

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

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

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

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

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

Worksite Preparation *24 CFR 35.1345*

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

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

H. Relocation Guidelines

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

When is relocation required?

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

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

When is relocation not required?

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

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

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

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

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

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

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

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

Minimize the relocation time:

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

I. Lead Hazard Criteria

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

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

J. Resources on Lead Based Paint Regulations

- HUD's Lead-Safety Regulation – 24 CFR Part 35
  "Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999)"

- HUD Interpretive Guidance, April 16, 2001

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

- HUD Office of Healthy Homes & Lead Hazard Control:
  Website: http://www.hud.gov/offices/lead
  Regulation Hotline: (202) 755-1822 ext 104
  E-mail: lead_regulations@HUD.gov

- The National Center for Lead-Safe Housing: www.leadsafehousing.org
  Implementing HUD's Lead-Safety Regulation
  Internet Guide to the Rule, Model Documents and Specifications

- The Lead Listing (for HUD): www.leadlisting.org, 1 (888) LEADLIST
  Lists companies providing lead services and training opportunities

- The Environmental Network: http://www.environmentalnetwork.com/
  Lists companies providing lead services

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

- HUD Website on Lead Safe Work Practices:
  http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/leadsafe/keyrequirements/safepractices
  (Amended on 11/19/12)

DECLARATION OF DEED RESTRICTION AND COVENANT

THIS DECLARATION OF DEED RESTRICTION AND COVENANT is made this _____day of _____, 20__, by _____ ("Homeowner"), the fee simple owner of certain property further described herein.

RECITALS:

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

_____

_____

Also known as: _____

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF MISSOURI)
) ss.
JASPER COUNTY)

On this day of , _____ before me personally appeared _____, a single person to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires: _____.

_____
Notary Public

STATE OF MISSOURI)
)ss.
COUNTY OF JASPER)

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

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

My commission expires: _____.

_____
Notary Public

Grantee SF-424's and Certification(s)

FY2018 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$491,315.00**
HOME INVESTMENT PARTNERSHIP:	**$333,615.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

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

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

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

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$491,315.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$310,000.00**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities. $70,000 dollars is carry over from FY2017. $240,000 from this Action Plan.

NEIGHBORHOOD CLEANUP	**$ 10,000.00**

Funding used for large trash removal during the Joplin Great Day of Service.

COORDINADED ENTRY PROGRAM	**$ 25,000.00**

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

HOMELESS COALITION HMIS FUNDING	**$ 17,000.00**

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

ADMINISTRATION AND PLANNING	**$ 92,627.00**

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board.

HOME INVESTMENT PARTNERSHIPS PROGRAM $333,615.00

HOUSING REHABILITATION ACTIVITIES	**$ 110,000.00**

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

CHDO ACTIVITIES	**$190,250.00**

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

PROGRAM ADMINISTRATION ACTIVITIES	**$ 33,361.00**

Pro-rata share of Planning/ Community Development staff and overhead.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2018

Item: FY 2018 CDBG and HOME Action Plan
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2018 CDBG & HOME Action Plan
2) Action Plan "Quick Glance"
3) Resolution No. 2018-010

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

Recommended Action: Approval of Resolution No. 2018-010

DISCUSSION:

The following is a resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2018. The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document.

The process for developing the Once Year Action Plan included:

Two public meetings (January 23, 2018 and February 11, 2018 at Joplin City Hall); Two 30-day public comment periods (January 24 – February 22, 2018 and February 28 – March 29, 2018);

Expected FY2018 allocations are $491,315.00 CDBG funds and $333,615.00 HOME funds based on the previous fiscal year final allocation.

RECOMMENDATION:
Staff recommends adoption of this Resolution.

RESOLUTION NO. 2018-010

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2018; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

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

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

Section 1: That the City of Joplin file a One Year Action Plan for fiscal year 2017 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $491,315.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $333,615.00 with the U.S. Department of Housing and Urban Development.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of JOPLIN **City Council Agenda Item**

Requested Council Meeting Date: April 16, 2018

Council Bill No. 2018-113

Item: Work Authorization with Olsson Associates, for Engineering Services Associated with the Design and Bidding Phase I Management for the Rehabilitation of the Twin Equalization Basins located near Tin Cup Lift Station.

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No. 2018-113
2) Exhibit "A" - Work Authorization (Olsson-WW-Tin Cup Eq-1)
3) Location Map
4) Timeline

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

Recommended Action: Approval of a Work Authorization with Olsson Associates not to exceed the amount of $66,000.00 for engineering design and bidding management services associated with the Rehabilitation Phase I of the Twin Equalization Basins located near Tin Cup Lift Station.

Background: When the Shoal Creek Plant was relocated in 1987 to its current location, it already had one equalization basin, a second was added at that time for additional storage capacity. For the past 30 years this equalization basin has been used for sewage water retention. The Tin Cup lift station receives between 3 -5 million gallons of sewage a day and transports in excess of 9 million gallons a day during a major rain event. Because of this location, this equalization basin is advantageous in the detention of sewage so that the lift station is not overwhelmed during peak flow times. The equalization basins have not been dredged since the second one was built in the late 1980's, there are mechanical issues with the sluice gates and pumps.

Discussion: The firm of Olsson Associates was selected using the on-call Engineering list for sanitary sewers to provide the professional engineering services needed to accomplish this Rehabilitation of the Twin Equalization Basins for this project. The Phase I Scope of work will

include the preparation, design and bidding documents for, replacement of the sluice gates with provisions and estimates for automation. Olsson will also provide a conceptualized plan for the dredging or removal of sludge in the basins and will study the operating equipment and make recommendations for effective improvements for efficient management of wet weather flows utilizing this basin in a future Phase of this project. Construction Management will be done by the City of Joplin Engineering staff. This work will be funded from the Sanitary Sewer Fund project that was approved in the FY 2017-2018 Budget.

Recommendation: City staff recommends approval of Work Authorization with Olsson Associates for the not to exceed amount of $66,000.00 for engineering services associated with Engineering Design and Bidding Management Services for the Phase I Rehabilitation of the Twin Equalization Basins located near Tin Cup Lift Station be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-113 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization with Olsson Associates not to exceed the amount of Sixty-Six Thousand and No/100 Dollars ($66,000.00) for engineering services associated with the Engineering Services Design and Bidding Management Services for Phase I Rehabilitation of the Twin Equalization Basins next to the Tin Cup Lift Station; and authorizing the City Manager to execute and containing an emergency clause.

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

Section 1. That the Work Authorization by and between the City of Joplin and Olsson Associates, in the not to exceed amount of Sixty-Six Thousand and No/100 Dollars ($66,000.00) for engineering design and bidding services associated with Engineering Services for Phase I rehabilitation of the Twin Equalization Basin next to the Tin Cup lift Station in the City of Joplin, Newton County, Missouri; a true and accurate copy of the same being attached hereto and incorporated by reference as "Exhibit A", be and the same is hereby approved.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund

Section 3. That the City Manager or his designee is hereby authorized to execute said Work Authorization on behalf of the City of Joplin.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2017-2018 budget from Sanitary Sewer Fund No. 415-4541-540-8015, Facility Improvements.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-113

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund Account Number 415-4541-540-8015 to pay the amounts called for on the basis of the work authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates Address: 702 S. Main Street Joplin, MO 64801	
Attention: Lynden Lawson		Attention: Jack Schaller, PE	
Department: Public Works		Phone: 417.781.0643	Fax:
Phone: 417.624.0280	Fax:		

WORK AUTHORIZATION NUMBER Olsson-WW-Tin Cup Eq-1
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 Olsson-WW-Tin Cup Eq-1 exceed the sum of Sixty-Six Thousand 00/100 Dollars ($ 66,000.00).

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 modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.0 0) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Lynden Lawson,
Assistant Director of Public Works Operations
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

CITY OF JOPLIN, MISSOURI

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

Date: _____

Engineer: Olsson Associates

By: _____

Printed Name: Jack Schaller

Title: Client Manager

Date: _____

By: _____

Printed Name: Mike Milius

Title: Industry Expert

Date: 4/4/2018

Exhibit A
TIN CUP PEAK FLOW STORAGE – PHASE 1
SCOPE OF SERVICES

DESIGN SERVICES

Phase 200 – Conceptual Design Services

Task 201 – Review/ Evaluate Existing Plans
Olsson shall review data provided by the City of Joplin for the current piping and site layout.

Task 202 – Topographic Survey
Olsson to provide survey work associated with key piping and elevations of the existing structures.

Task 203 – Sludge Testing/ Depths
Olsson to determine current sludge depths in the existing cells. A total of four sludge samples shall be collected by Olsson and delivered to an outside laboratory for testing. Costs for testing services to be the responsibility of the Client.

Task 204 – Review/ Evaluate Storage Capacity / Options
Olsson shall determine possible storage capacity of the current facilities along with operating ranges of basins.

Task 205 – Review/ Evaluate Operational Concepts
Olsson shall determine possible operation concepts for the facility and how this will be incorporated into the current City SCADA system.

Task 206 – Improvement Options
Based on the the evaluations, Olsson shall develop improvement options for the existing basins and structures.

Task 207 – Opinion of Probable Construction Cost
Olsson shall develop probable construction cost estimates for the improvement options.

Task 208 – Report
Olsson shall prepare a conceptual design report outlining the findings and recommended improvements with cost and recommendations.

Task 209 – Meetings
Olsson shall conduct meetings through the conceptual design process with the City. Meetings to be held at the City offices. A total of three (3) meetings are anticipated.

Phase 300 –Design Services

Task 301 – Preliminary 60% Plans
Olsson shall produce plans and technical specifications for the Owner for the replacement of flow control valves and piping in need of immediate replacement for continued operation. Plans will be submitted to the City for review. One set of revisions will be completed based on City review comments.

Phase 500 – Bidding Phase Services

Task 501 – Bidding and Contract Documents
Olsson shall produce bid packages containing City of Joplin Construction Contracts and Technical Specifications.

Task 502 – Bidding Advertisement
Olsson shall advertise bidding of the improvements through a local plan room, answer bidder questions, provide clarifications and issue addendums as required.

Task 503 – Bid Award
Olsson shall conduct a Pre-Bid and Bid Opening meeting at City offices. A bidder's tabulation and award recommendation will be provided to the City for Award of the Contract.

EXCLUSIONS AND ASSUMPTIONS

- Client will provide the requested data on the current system layout.
- Evaluation and improvement options to be completed based on a design flow and loadings provided by the Client.
- Fees may be reallocated between phases.
- Client to be responsible for any testing fees.
- Any tasks not listed above shall be considered additional services.

Should Client request work in addition to the Scope of Services not listed in these Design Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Fee for above services will be hourly not to exceed of $66,000.00

Project Name/Description Tin Cup Peak Flow Storage-P1
Consultant Olsson Associates

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

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

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

~~C. Property Boundary Survey/Right-of-way Survey/Easements~~
~~Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.~~

~~D. Right-of-way and Easement Description Preparation~~
~~Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.~~

~~E. Right-of-way and Easement Staking~~

~~During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.~~

~~Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.~~

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

~~*A1.05 Right of Way Plan Phase – 60 percent plans*~~

~~A. Determine parcels and parcel ownership information to be included on right of way plans.~~

~~B. Determine parcel size.~~

~~C. Prepare R.O.W. plan tabulation sheet.~~

~~D. Prepare R.O.W. plan sheets showing easement and right of way takings.~~

~~E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.~~

~~F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.~~

~~G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.~~

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

~~4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file~~

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

~~*A1.08 Construction Phase*~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.~~

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.~~

~~4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.~~

~~5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.~~

~~6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~

~~7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

- The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

- e) Final Invoice

- f) Final Detailed Estimate of Quantities

- g) Contractor's Affidavit Regarding Settlement of Claims

- h) Final Change Order (if needed)

- i) Affidavit (Compliance with Prevailing Wage Law)

- j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

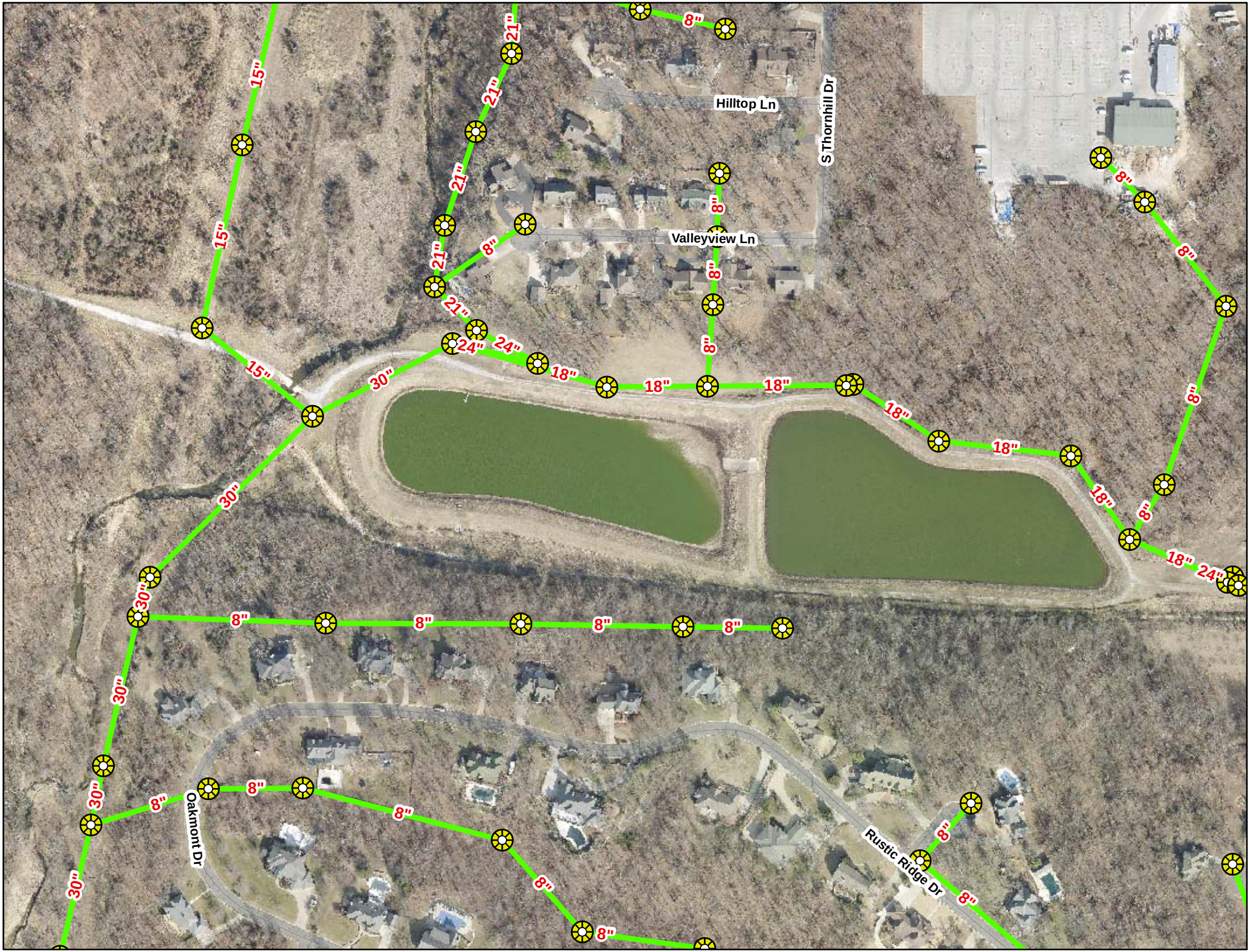
A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

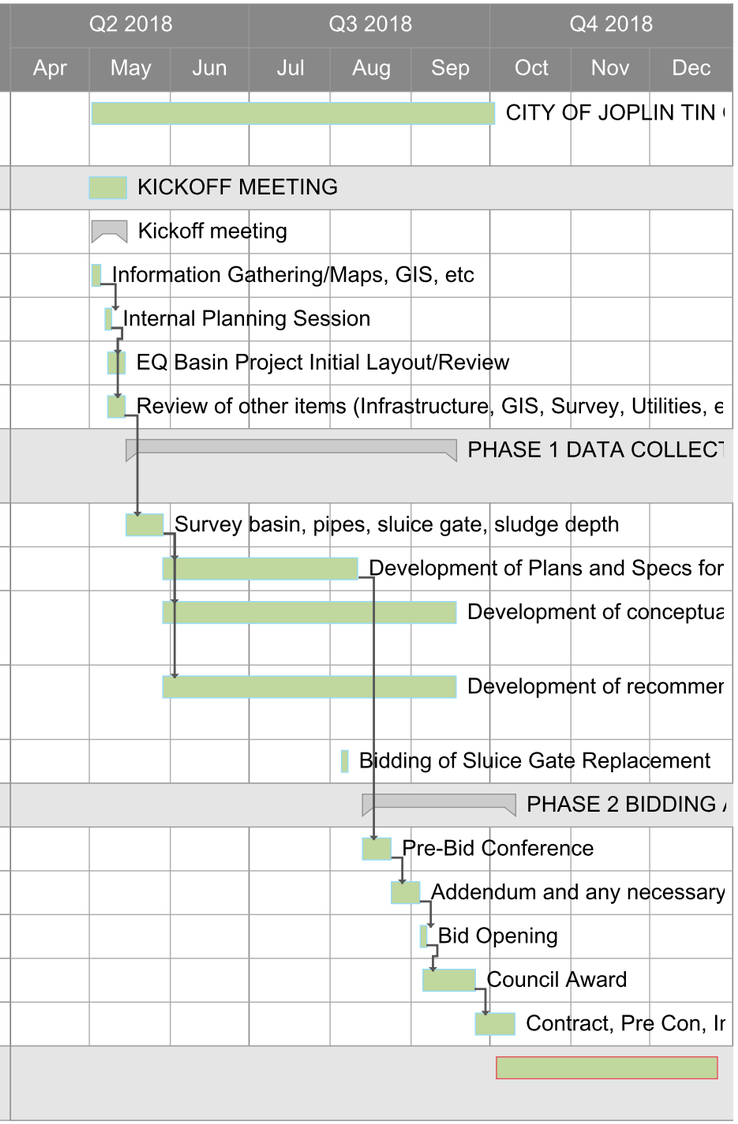
2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.


Hilltop Ln
S Thornhill Dr
Valleyview Ln
Oakmont Dr
Rustic Ridge Dr
8"
15"
21"
24"
18"
30"

Tin Cup Equalization Basin

	Task Name	Start Date	End Date	Duration	Predecessors
1	CITY OF JOPLIN TIN CUP EQUALIZATION BASIN PROJECT PHASE 1	05/02/18	10/01/18	109d	
2	KICKOFF MEETING	05/01/18	05/14/18	10d	
3	Kickoff meeting	05/02/18	05/14/18	9d	
4	Information Gathering/Maps, GIS, etc	05/02/18	05/04/18	3d	
5	Internal Planning Session	05/07/18	05/07/18	1d	4
6	EQ Basin Project Initial Layout/Review	05/08/18	05/14/18	5d	5
7	Review of other items (Infrastructure, GIS, Survey, Utilities, etc)	05/08/18	05/14/18	5d	5
8	PHASE 1 DATA COLLECTION, SLUICE GATE PLANS, CONCEPT & COST ON BASIN (2 MONTHS)	05/15/18	09/17/18	90d	
9	Survey basin, pipes, sluice gate, sludge depth	05/15/18	05/28/18	10d	7
10	Development of Plans and Specs for Sluice Gate	05/29/18	08/10/18	54d	9
11	Development of conceptual plan for dredging or removal of sludge from basin	05/29/18	09/17/18	80d	9
12	Development of recommendations on operating equipment, basin usage, and associated costs	05/29/18	09/17/18	80d	9
13	Bidding of Sluice Gate Replacement	08/05/18	08/05/18	1d	
14	PHASE 2 BIDDING AND AWARD (2 MONTH)	08/13/18	10/09/18	42d	
15	Pre-Bid Conference	08/13/18	08/23/18	9d	10
16	Addendum and any necessary plan/spec clarifications	08/24/18	09/03/18	7d	15
17	Bid Opening	09/04/18	09/04/18	1d	16
18	Council Award	09/05/18	09/24/18	14d	17
19	Contract, Pre Con, Insurance & Bonds, and NTP	09/25/18	10/09/18	11d	18
20	PHASE 3 CONSTRUCTION TO BE COMPLETED BY CITY OF JOPLIN	10/03/18	12/25/18	60d	



Surface Project 4004
City of Joplin, Mo.
CDGB Project No: B-13-MS-29-0001
Bids Received: March 20, 2018
Bids Tabulated by: CK
Bids Checked by: JFN

COMPANY	BID	APPARENT LOW
Engineer's Estimate	$,3,139,301.75	----
D&E Plumbing and Heating	$2,569,531.25	Yes
Emery Sapp and Sons, Inc.	$2,842,466.64	No
Asbell Excavating & Trucking, Inc.	$3,374,877.27 &	No
Branco Enterprises, Inc.	$3,089,477.50 #	No
Sprouls Construction, Inc.	S3,362,968.80	No

Math Error

& Typographical Error – Line Item 109; left out decimal point; with correction, Bid is $2,884,386.81



JOPLIN, MO
STRONGER, SAFER, SMARTER
JET
JOINT ENGINEERING TEAM

N

NOT TO SCALE

OLSSON ASSOCIATES - CIVIL ENGINEERING
MISSOURI CERTIFICATE OF AUTHORITY #001592

DWG: F:\PROJECTS\A15-3521\40-Design\Exhibits\Council Pkg Exhibits 53521.dwg USER: kmiller
DATE: Mar 21, 2018 10:44am XREFS: 4004_google_earth_image_2016-3-20

PROJECT NO: B15-3521	CDBG Surface Project 4004 Project Area	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: KAM		702 S. Main Street Joplin, MO 64801 TEL 417.781.0643 FAX 417.781.4714	1
DATE: 03/21/18			



NOT TO SCALE

OLSSON ASSOCIATES - CIVIL ENGINEERING
MISSOURI CERTIFICATE OF AUTHORITY #001592

JOPLIN, MO STRONGER, SAFER, SMARTER
JET JOINT ENGINEERING TEAM

PROJECT NO:	B15-3521
DRAWN BY:	KAM
DATE:	03/21/18

CDBG Surface Project 4004
Project Area

OLSSON ASSOCIATES
702 S. Main Street
Joplin, MO 64801
TEL 417.781.0643
FAX 417.781.4714

EXHIBIT

2

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2018
Council Bill No. 2018-114

Item: Construction Agreement with D & E Plumbing and Heating Inc. for the Surface Project 4004.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Agreement
4) Council Bill No. 2018-114

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

Recommended Action: Approval of a construction agreement with D & E Plumbing and Heating Inc. in the amount of Two Million Five Hundred Sixty-Nine Thousand Five Hundred Thirty-One and 25/100 dollars ($2,569,531.25) for construction of Surface Project 4004, funded through CDBG-DR.

Background: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016, the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Surface Project 4004. This project includes replacement of damaged sidewalks, curb & gutters, storm water inlets & pipes, ADA ramps at corners, and street pavement. The area for Surface Project 4004 is from 26th Street to 32nd Street and from Pennsylvania Ave. to McClelland Blvd. This is the fifth of several similar projects in the recovery area that focuses on repairing damaged public infrastructure.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on March 20, 2018 with 5 firms bidding. D & E Plumbing and Heating Inc. provided the lowest bid which was below the engineer's estimate. The contractor will start construction after contracts are signed and weather permits with completion in the Spring of 2019.

Recommendation: City staff recommends approval of a construction agreement with D & E Plumbing and Heating Inc. in the amount of Two Million Five Hundred Sixty-Nine Thousand Five Hundred Thirty-One and 25/100 dollars ($2,569,531.25) for construction of Surface Project 4004 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-114 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with D & E Plumbing and Heating Inc. for the construction of the Surface Project 4004, in the amount of Two Million Five Hundred Sixty-Nine Thousand Five Hundred Thirty-One and 25/100 dollars ($2,569,531.25); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and D & E Plumbing and Heating Inc.; for the purpose of constructing the Surface Project 4004; in the amount of Two Million Five Hundred Sixty-Nine Thousand Five Hundred Thirty-One and 25/100 dollars ($2,569,531.25), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4 That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

AGREEMENT

CITY OF JOPLIN AND D&E PLUMBING AND HEATING, INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by the parties identified above.

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

SURFACE PROJECT 4004,
26TH STREET TO 32ND STREET FROM PENNSYLVANIA AVE. TO MCCLELLAND BLVD.
CDBG-DR GRANT NO. B-13-MS-29-001

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by May 3, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Million Five Hundred Sixty-Nine Thousand Five Hundred Thirty-One Dollars and Twenty-Five cents ($2,569,531.25) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

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

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

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

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

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

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

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

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

8. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

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

9. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance

laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

13. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2,800.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall
be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

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

19. Liability and Indemnity.

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

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

contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

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

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

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

which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

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

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

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

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

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

    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (February 1, 2017 Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Acknowledgment
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law

t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Million Five Hundred Sixty-Nine Thousand Five Hundred ThirtyOne Dollars and Twenty Five cents ($2,569,531.25), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 601.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R.
§ 60-741.5(a), if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

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

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

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52. City of Joplin Conflict of Interest.

    a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have

any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

53. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

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

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

a. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or

otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

CONTRACTOR: D&E Plumbing & Heating, Inc.
1112 Falcon Crest
Nixa, Missouri 65814

CERTIFICATE OF DIRECTOR OF FINANCE

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

funds to pay therefore.

By:

Printed Name:

Title:

Leslie Haase, Director of Finance

Date:

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

By:

Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date:

APPROVED AS TO CDBG-DR

Troy Bolander, Director of Planning, Development
& Neighborhood Services

Requested Council Meeting Date: April 16, 2018
Council Bills No. 2018-115
Item: Approval for Purchase of (3) Multi-stage Centrifugal Blowers for Aerobic Digester

Originating Department: PUBLIC WORKS –OPERATIONS

Attachments: 1) Council Bill No. 2018-115
2) Proposal from Supplier
3) Bid Sheet

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

Recommended Action: Authorization to enter into a contract with **Lone Star Blower, Inc.** to purchase (3) three multi-stage centrifugal blowers for the Aerobic Digester. This contract is in the amount of $222,360.00.

Background: The city bought the existing blowers and installed them during the plant expansion in 2014. The blowers that were installed were made by Turbflex, and then this part of the business was sold to Siemens (which is widely known for wastewater equipment). Then, this part of the company was sold to Howden. Howden has stopped producing this line of blowers and parts for it. This equipment has been plagued with breakdowns and lack of customer service in repairing these blowers. In 2017 the warranty was completed. City staff has been unable to get Howden to rectify the situation. If blowers are not used in the aerobic digesters, the digesters will go septic.

Discussion: Because of this emergency situation, city staff requested written bids for blowers from four different companies and received two quotes back, with Lone Star Blower Inc., having the lowest responsible bid. The blowers are used to introduce air into the digesters at the Turkey Creek Wastewater Treatment Facility. This contract guarantees a three year warranty on the multistage centrifugal blowers and is a proven technology.

Recommendation: City staff recommends that Council approve the contract with Lone Star Blowers Inc., in the amount of $222,360.00 be approved on an emergency basis in accordance with Section 2.12(4) of the Joplin City Charter.

COUNCIL BILL NO. 2018-115 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Lone Star Blowers, Inc. for the purchase of three (3) Multistage Centrifigal Blowers in the amount of Two Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and No/100 ($222,360.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and amending the Annual budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16,2017 and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin and Lone Star Blowers Inc. for the purchase of three (3) Multistage Centrifigal Blowers in the amount of Two Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and No/100 ($222,360.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

Section 3. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Two Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and No/100 ($222,360.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That this Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance relates to a for public improvement 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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MC MULTISTAGE CENTRIFUGAL BLOWER PROPOSAL

ATTN:	City of Joplin MO		
DATE:	April 6, 2018	OFFER NO.:	PK0251
OWNER:	City of Joplin	EQUIPMENT:	(3) MC12-7 (VFD control)

SUPPLIER: LONE STAR BLOWER

SPECIFICATION: Email Specifications

LONE STAR BLOWER
By: Parker Korenek

1100 Louisiana St
South Houston, TX 77587

TEL: 832-532-3112
FAX: 832-532-3115

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B	BLOWER CUTSHEET/DRAWING
C	TERMS & CONDITIONS

Blue text refers to Functional Hyperlinks throughout the document.

SECTION 1 DESIGN BASIS

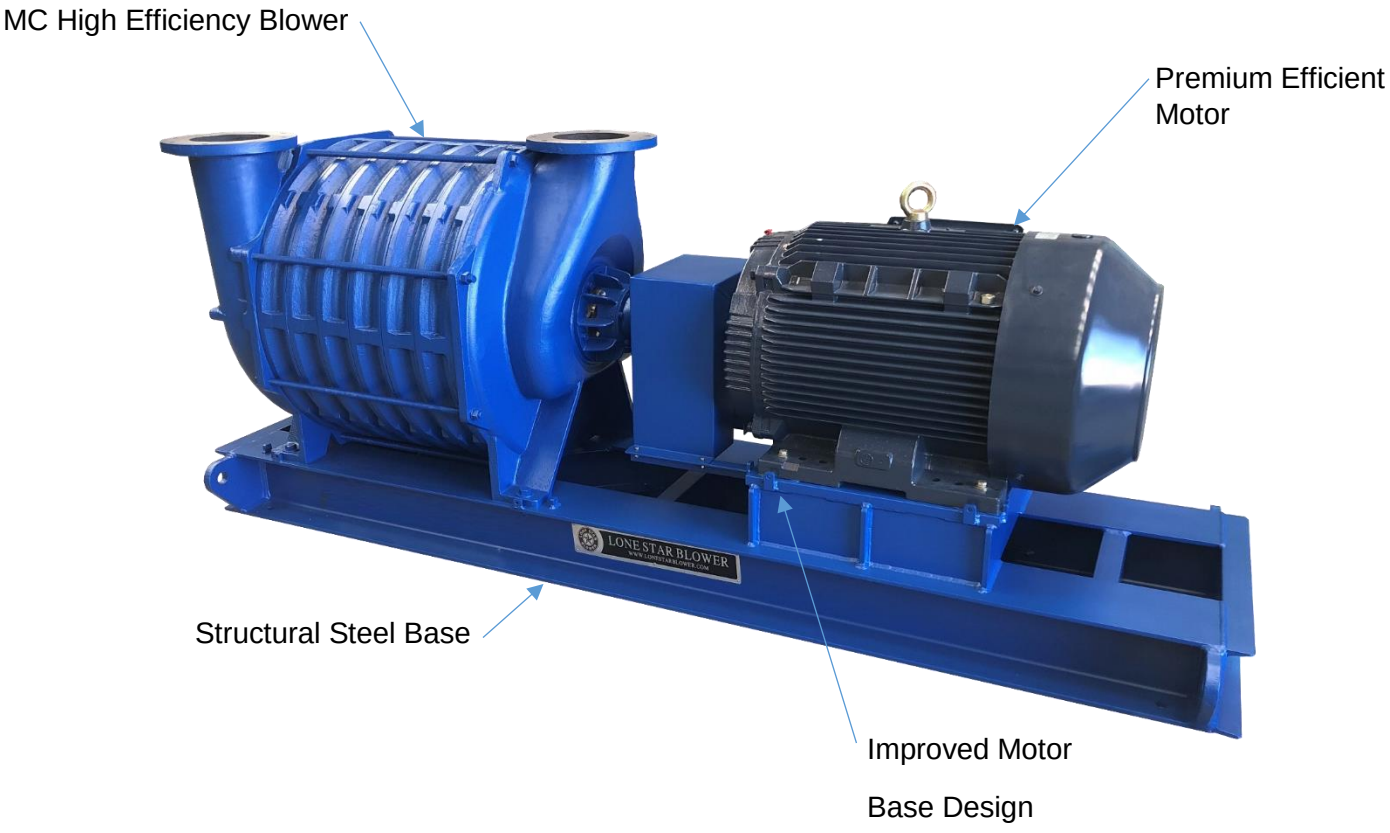
1.1 APPLICATION

APPLICATION	Air Blower
DESIGN FLOW	3000 SCFM
DESIGN PRESSURE	9.0 psig
DESIGN TEMPERATURE	100 DegF
DESIGN RH%	85%
BLOWER HP	150 HP

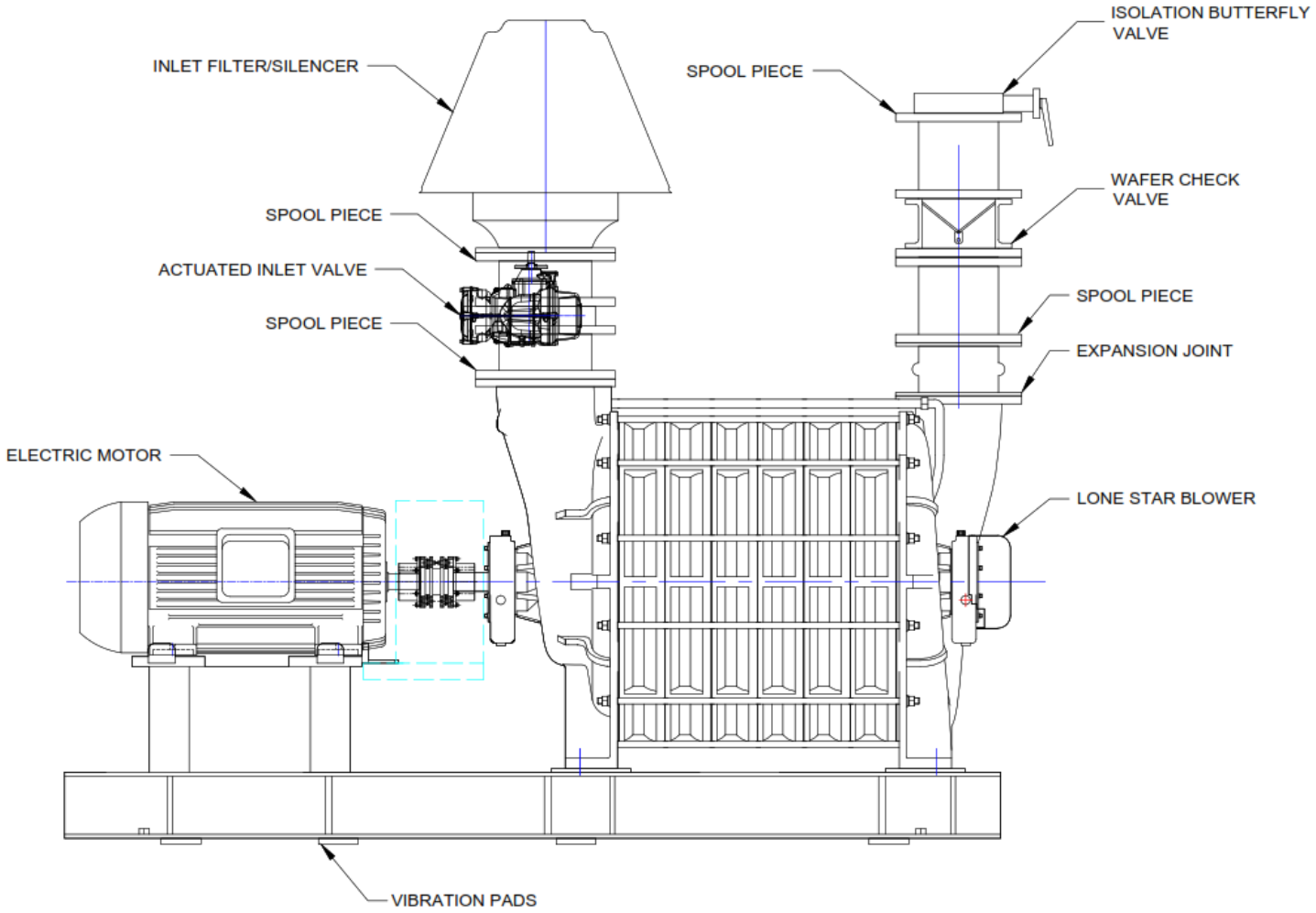
1.2 BLOWER DESIGN

The Multistage Centrifugal Blower design has been around for over 120 years. This proven & reliable technology has been the industry workhorse for compressed air & gas applications throughout all industries. Lone Star Blower has enhanced its design to operate more efficiently, reliable and cooler than other competitor's products. Lone Star's product line includes units from 5HP to 3,500HP with flows up to 45,000 CFM and pressure reaching up to 25 PSIG. The MC series blower offers:

- 5-10% more pressure range
- 5-7% more efficiency
- Longer Bearing Life
- Oil Free Compression
- Low Maintenance
- High Reliability



1.3 TYPICAL LAYOUT*



* Above layout drawing is reference only and do not depict the actual layout for this proposed project. Detailed submittal drawings will be issued upon an order being placed.

SECTION 2 SCOPE OF SUPPLY

2.1 PROPOSED SCOPE OF SUPPLY

Lone Star Multistage Centrifugal Blower, accessories and controls for efficiency optimization and minimized power consumption. This proposal is offered in accordance with Lone Star Blower's standard design specifications.

Standard Major Skid Components:
(3) Lone Star MC12-7 Series Blower with cast iron inlet/outlet heads, cast iron intermediate sections, 410 series stainless steel shaft and heavy steel tie rods. Impellers are fabricated type, shrouded design. Bearings will be grease lubricated.
150HP Premium efficiency electric motor: 480V/3PH/60HZ TEFC enclosure, 1.15 SF, 3600RPM, inverter duty, with grounding rings and insulated bearings
Coupling – Flexible type
Coupling Guard
Structural steel base for blower/motor

Standard Blower Instrumentation:
Blower Bearing Temperature Sensors
Blower Bearing Vibration Sensors

Shipped Loose Components (for each blower, for installation by Contractor):
Inlet filter/silencer
Inlet Expansion Joint
Discharge Expansion Joint
Set of skid vibration pads
Discharge Check Valve, Wafer
Discharge Isolation Valve (manual)

Local Control Panel with integrated VFD Drive (Skid mounted and pre-wired):
Local control panel for blower/motor protection to include: Blower Surge, Motor Overload, Blower Bearing Temperature and Vibration; integrated with variable frequency drive for blower throttling based on operator input. LCP built in NEMA 4 enclosure with Allen Bradley PLC, 6" Color touchscreen (HMI) including all required components for a working system. Includes 150 HP rated variable frequency drive built in Nema 3R enclosure, with through the door disconnect, surge protection, and ethernet communication.

<u>Not Included in the Scope of Supply:</u>

Piping, Fittings, Piping Hardware, Elbows, Equipment Installation, Equipment Wiring and anything not listed in the above scope of supply and shall be provided by others.

2.2 BLOWER PAINT

Manufacturer's standard finish. 2-part epoxy paint, RAL-5005 Dark Blue.

2.3 STARTUP/COMMISSIONING SERVICES

Startup commissioning and Operator training is included. Startup is predicated on all blower and controls being well and truly installed, full wired and ready to run. Minimum 21-day notice is required. Startup is included with (2) days of technician's services on site.

2.4 TESTING

Blower(s) will be fully mechanically tested under load for temperature & vibration checks. Factory testing is based on ASME PTC-10. Each unit will be performance tested, unwitnessed. If Witnessed testing is required, please contact Lone Star Blower.

SECTION 3 PROPOSAL DETAILS

3.1 WARRANTY

A 36-month warranty will begin upon successful completion of startup and certification for full-scale operation by Lone Star Blower, or 42 months from shipment, whichever occurs first. Under no circumstances will the warranty begin upon “beneficial use”, completion of the project, or acceptance of the equipment as determined by the engineer or end user. Any and all warranty terms and conditions detailed in the proposal herein shall supersede and/or supplement the warranty language denoted in the Lone Star Blower terms and conditions.

3.2 SUBMITTALS

Submittal/Shop drawings will be submitted for approval within 2-4 weeks after acceptance of the order by Lone Star Blower. Pricing includes one (1) hard copy and (1) digital download. If multiple hard copies are required, there will be an additional cost added to the proposal depending on total number of pages in the drawing set.

3.3 DELIVERY

Shipment of the proposed equipment will be 10-12 weeks from signed approval of the Lone Star Blower submittal drawing package.

3.4 FREIGHT

Standard Freight of proposed equipment to the jobsite is included.

3.5 TERMS OF PAYMENT OF GOODS

25%	Upon approval of the submittals
70%	Upon delivery or announcement readiness for shipping
5%	Upon successful startup or latest 8 weeks after delivery

3.6 PROPOSAL PRICING

Pricing on the scope of supply per Section 2.1	Included
Pricing on Painting per Section 2.2	Included
Pricing on Testing per Section 2.4	Included
Pricing on Freight per Section 3.4	Included
Total Pricing	**$222,360.00**

SECTION 4

APPENDIX A – PERFORMANCE CURVES

Compressor Performance Datasheet

Customer	: Joplin	Quote number	:
Customer reference	:	Size	: MC12
Item number	: Joplin - 3000 SCFM	Stages	: 7 (1 / 6)
Service	:	Based on curve number	: MC12-I221-7
Quantity	: 1	Date last saved	: 06 Apr 2018 2:08 PM
		Impeller	: 221 / 222

Operating Conditions

Standard conditions : (14.70 psi.a , 68.00 deg F , 36.00 %)

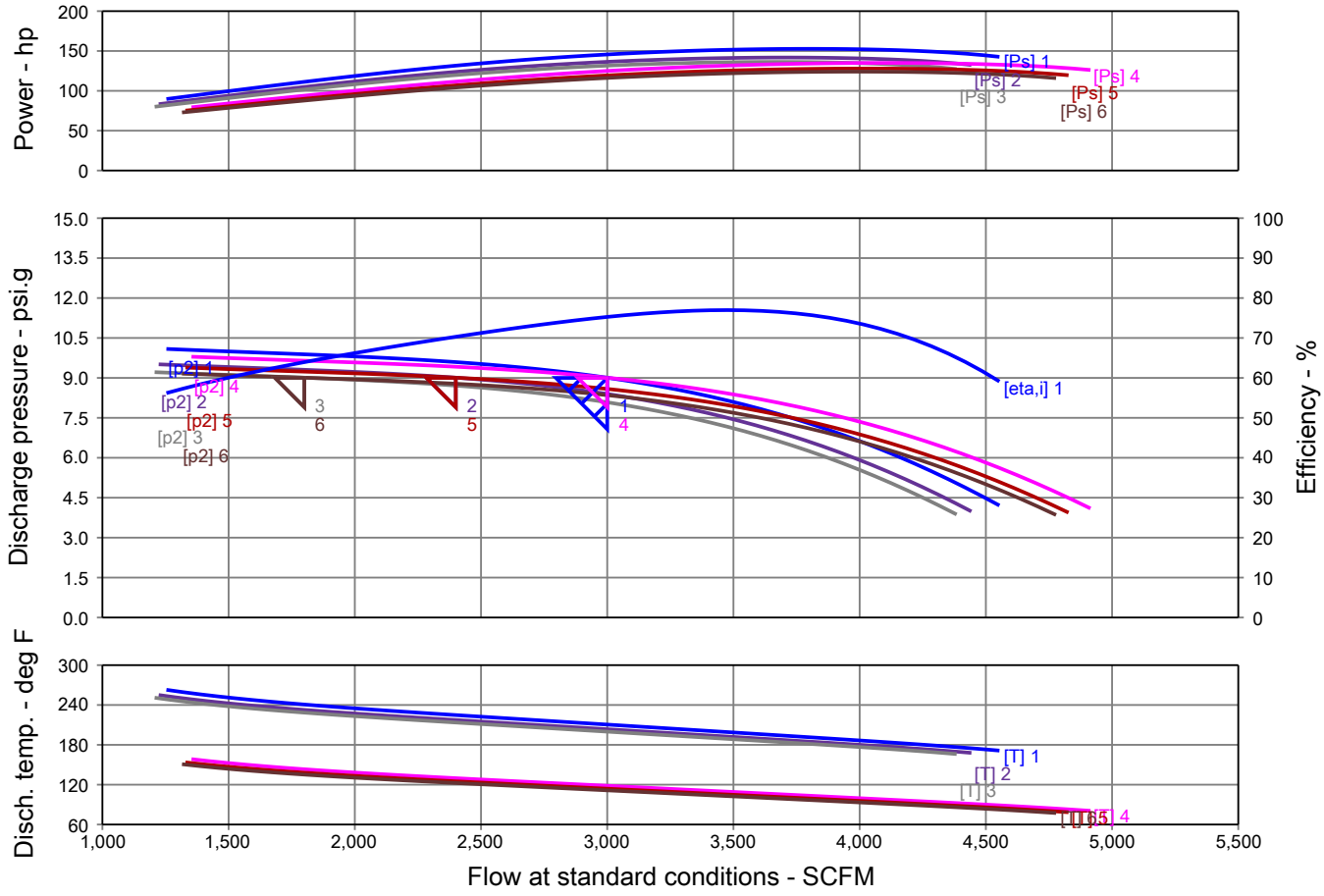
Condition		1	2	3	4	5	6
System inlet volume flow	CFM	3,361.5	2,689.2	2,016.9	2,819.3	2,255.5	1,691.6
Flow at standard conditions	SCFM	3,000.0	2,400.0	1,800.0	3,000.0	2,400.0	1,800.0
Mass flow	lbm/s	3.75	3.00	2.25	3.75	3.00	2.25
Mass flow, dry	lbm/s	3.61	2.89	2.17	3.75	3.00	2.25
System inlet temperature	deg F	100.0	100.0	100.0	20.00	20.00	20.00
System inlet pressure	psi.g	0.00	0.00	0.00	0.00	0.00	0.00
Inlet pressure loss	psi						
Discharge pressure loss	psi						
System discharge pressure [p2]	psi.g	9.00	9.00	9.00	9.00	9.00	9.00
System differential pressure [dp]	psi	9.00	9.00	9.00	9.00	9.00	9.00
Atmospheric pressure	psi.a	14.17	14.17	14.17	14.17	14.17	14.17
Elevation above sea level	ft	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0
Frequency	Hz	60	60	60	60	60	60
Type of gas		Air	Air	Air	Air	Air	Air
Relative humidity	%	85.00	85.00	85.00	10.00	10.00	10.00
Molecular weight (MW)		28.34	28.34	28.34	28.96	28.96	28.96
Specific heat (Cp)	Btu/(lb.deg F)	0.2487	0.2487	0.2487	0.2397	0.2397	0.2397
Ratio of specific heat (k)		1.39	1.39	1.39	1.40	1.40	1.40

Performance

Quantity of units operating		1	1	1	1	1	1
Speed	rpm	3674	3585	3537	3326	3267	3233
System discharge pressure (actual) [p2]	psi.g	9.01	9.01	9.01	9.01	9.01	9.01
Inlet throttling applied		No	No	No	No	No	No
Efficiency, polytropic [eta,p]	%	76.94	72.80	67.08	75.46	71.05	65.40
Efficiency, total	%	-	-	-	-	-	-
Power, shaft [Ps]	hp	146	124	102	125	107	87.82
Temperature rise	deg F	110.5	117.4	128.5	98.37	105.1	115.2
Discharge temperature	deg F	210.5	217.4	228.5	118.4	125.1	135.2
Rise to surge	psi	1.09	0.51	0.22	0.80	0.39	0.17
Turndown	%	58.21	49.04	32.95	54.90	44.63	26.93
Surge pressure	psi.g	10.10	9.52	9.23	9.81	9.40	9.17
Surge flow	CFM	1,404.6	1,370.4	1,352.4	1,271.4	1,248.9	1,236.1

Compressor Performance Datasheet

Customer	: Joplin	Quote number	:
Customer reference	:	Size	: MC12
Item number	: Joplin - 3000 SCFM	Stages	: 7 (1 / 6)
Service	:	Based on curve number	: MC12-I221-7
Quantity	: 1	Date last saved	: 06 Apr 2018 2:08 PM
		Impeller	: 221 / 222



SECTION 4

APPENDIX B – BLOWER CUTSHEET/DRAWING

Lone Star Blower

MC12 **Multistage Turbo**

Standard Specifications

Number of Stages	1 to 8
Inlet Connection	12" Flange, ASA 125# /150# Drilling
Outlet Connection	12" Flange, ASA 125# /150# Drilling
Operating Speed	Design 3,600 RPM - 60 Hz / 3,000 RPM - 50 Hz
Case Pressure	25 PSIG / 1.7 Bar
Seals (Air)	Labyrinth Type
Seals (Gas)	Carbon Ring with Purge, Custom Available
Bearings	Anti-friction type, AFBMA L10 100,000 hour rating
Lubrication	Splash Lubricated Oil or Grease
Impeller Diameter	25.00 in (635 mm)
Impeller Tip Speed	387 ft/s (118 m/s) @ 3550 RPM
First Critical	4424 RPM (7 Stage- 60 Hz)
Drive Type	Direct Coupled
Shaft End	2.375 in (60.32 mm) Diameter at Coupling
Vibration Tollerance	0.25 in/s (6.4 mm/s) Maximum

Materials of Construction

Casing	ASTM A48 Class 25 Cast Iron
Bearing Housings	ASTM A48 Class 25 Cast Iron
Oil Reservior	ASTM A48 Class 25 Cast Iron
Shaft	AISI 4140
Impellers	ASTM A356-T6 Cast Aluminum ANSI AA6061 Fabricated
Seals (Air)	ASTM B86 Z35631 Zinc Alloy Aluminum
Seals (Gas)	ASTM C695 Molded Graphite
Interstage Vanes	ASTM A240 304 Stainless Steel
Joint Sealing	RTV Silicone Compound
Tie Rods	ASTM A108
Blower Base	ASTM A36 Structural Steel
Motor Pedestal	ASTM A36 Structural Steel
Isolation Pads	Neoprene Rubber
Finish	2 Part Epoxy - Lone Star Gray

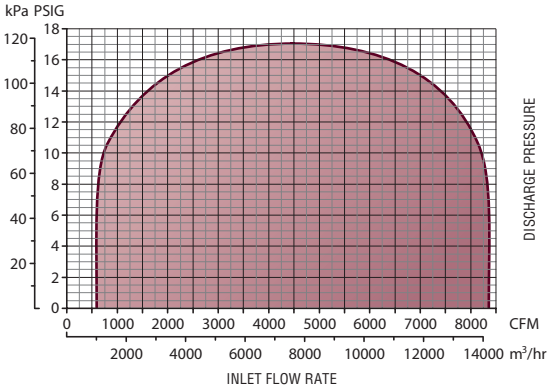
Testing

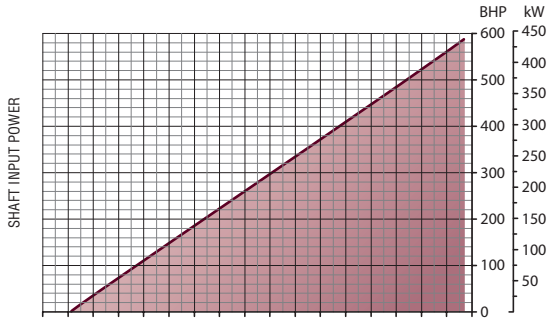
Balancing	Military Standard 167-1 or ISO 1940
Noise Level	OSHA 1910.95, ISO 2151:2004
Performance	ASME PTC-10, PTC-13, ISO 5389
Hydrotesting	API 612 @ 1.5 Times MAWP

Compatibility

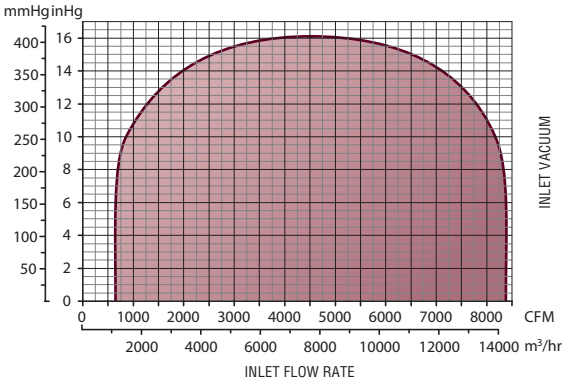
Dimentional and Performance Equal and
Parts Interchangable for Competitor Models:
Hoffman 751, HSI 126, Atlas Copco ZM126

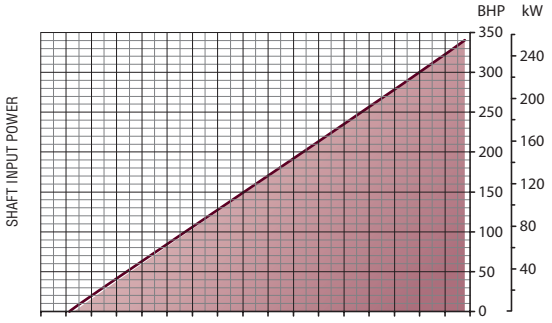
PRESSURE PERFORMANCE





EXAUSTER PERFORMANCE





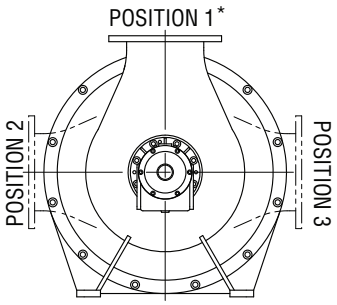
** Information is approximate and can change without notice / * Performance Based on 1 Atm, 68F/20C, 36% RH and 3550 rpm*

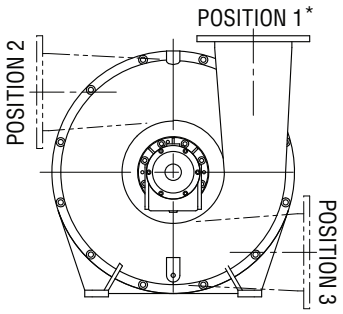
Lone Star Blower

MC12 Multistage Turbo

INLET & OUTLET ORIENTATION OPTIONS

The orientation of the inlet and outlet is selectable from any of the three different positions, as viewed when facing the exterior of the part:



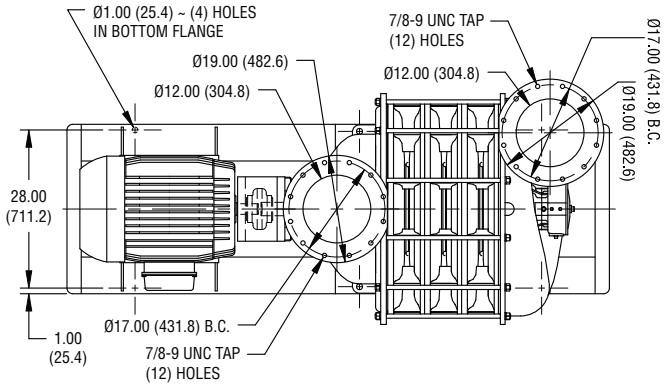


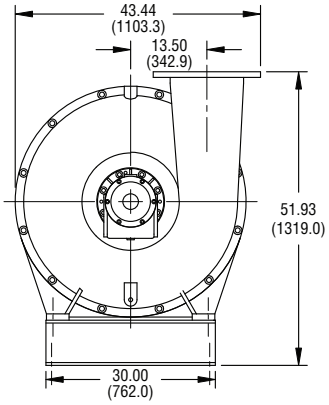
* STANDARD CONFIGURATION

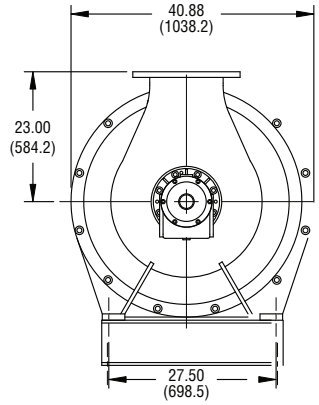
	Weight*		Wk²	
Model	LB	Kg	LB-ft²	Kg-m²
MC121-1	2150	975	7	0.29
MC121-2	2700	1225	13	0.55
MC121-3	3350	1520	19	0.80
MC121-4	3900	1769	25	1.05
MC121-5	4450	2018	31	1.31
MC121-6	5100	2313	37	1.56
MC121-7	5500	2495	43	1.81
MC121-8	5950	2699	49	2.06

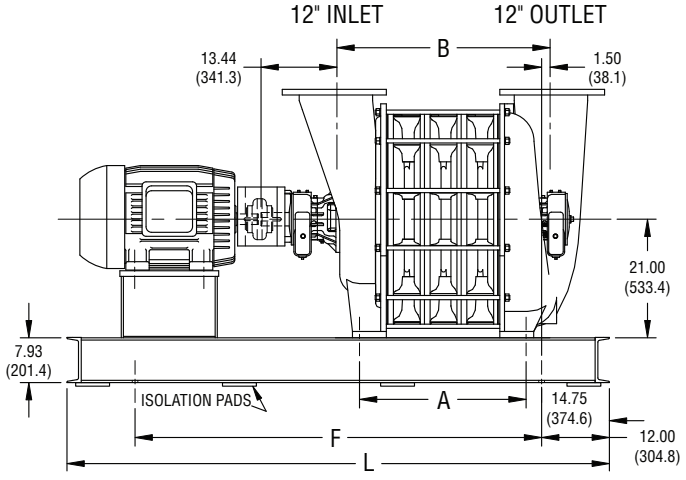
*Approximate weight for blower only.
†Inertia based on cast impellers.

GENERAL ARRANGEMENT









Packaged Dimensions

Model	A*	B*	D*	F†	L†	*
MC121-1	10.00	18.25		48	86	
MC121-2	16.50	24.75		60	99	
MC121-3	23.00	31.25		72	96	
MC121-4	29.50	37.75		84	115	
MC121-5	36.00	44.25		96	130	
MC121-6	42.50	50.75		96	130	
MC121-7	49.00	57.25		108	144	
MC121-8	55.50	63.75		108	144	

*Dimensions are shown in inches (and millimeters) are approximate. Do not use for constructions purposes.
†Dimensions vary depending on coupling & motor frame size.

LONE STAR BLOWER

+1 832 532 3112
+1 832 532 3115 Fax
info@lonestarblower.com
www.lonestarblower.com

SECTION 4

APPENDIX C – TERMS & CONDITIONS

Office: + 832 532 3112
Fax: + 832 532 3115
www.lonestarblower.com

Lone Star Blower, Inc

TERMS & CONDITIONS OF SALE
(EQUIPMENT AND/OR SERVICE)

1. GENERAL: As used herein, "Seller" means Lone Star Blower "Purchaser" means the entity to which Seller's offer is made, or the entity purchasing Equipment and/or service from Seller. The term "Equipment" as used herein includes any and all products, equipment, parts, and accessories furnished by Seller to Purchaser. All offers and sales by Seller are expressly conditional upon these Terms and Conditions of Sale. Any terms or conditions in Purchaser's purchase order (or in any other Purchaser communication) which are different from or in addition to the terms and conditions contained in these Terms and Conditions of Sale are hereby objected to. All orders submitted to Seller are subject to approval by Seller's headquarters.

2. DELIVERY: The shipment/delivery period is an estimate only and commences after Seller's receipt of all necessary information, approvals, and signed submittals with release for manufacturing. In no event shall delivery be construed as falling within the meaning of "time is of the essence". Seller reserves the right to deliver in installments. Unless otherwise specified in Seller's quotation, delivery is F.O.B. Seller's manufacturing facility.

3. TITLE and RISK OF LOSS: Unless otherwise specified in Seller's written quotation, title and risk of loss or damage to the Equipment shall pass to Purchaser upon tender of delivery F.O.B. manufacturing facility. Notwithstanding the foregoing, a security interest in the Equipment or any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until full payment has been received by Seller. Purchaser agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect Seller's interest by adequately insuring the Equipment against loss or damage from any cause.

4. TAXES: Purchaser shall be responsible for applicable local, state and federal taxes which may be now or hereafter be applicable to, measured by, or imposed upon, or with respect to this transaction, the Equipment, its sale, its value or its use, or any services performed in connection therewith (except any taxes on Seller's income). If sales, use or other State or Municipal taxes in addition to any listed specifically as part of the stated purchase price, are imposed upon Seller, Purchaser agrees to pay the same or reimburse Seller upon demand. Seller will accept a valid exemption certificate from Purchaser, if applicable. If an exemption certificate previously accepted by Seller is not recognized by the governmental taxing authority involved, Purchaser agrees to promptly reimburse Seller for any taxes covered by such exemption certificate which Seller is required to pay.

5. PAYMENT: Unless specifically agreed otherwise in writing, payment is due in full within 30 days of the invoice date. Seller reserves the right to charge late fees on overdue amounts at a monthly rate of 1.5% (one and a half percent) or the rate permitted by law, whichever is lower. Purchaser shall have no right to set-off against any amounts which may become payable to Seller under this contract or otherwise, for amounts which Seller may allegedly or in fact owe Purchaser or any affiliate of Purchaser or assignee whether arising under this contract or otherwise. Any waiver by Seller of any lien or lien right shall be conditioned upon Purchaser's timely payment to Seller of all amounts due.

6. INSTALLATION: Unless Seller's written quotation specifies that Seller will perform installation of the Equipment, it is understood and agreed that Seller will not perform any installation of the Equipment.

7. START-UP, OTHER SERVICE: Any service (for example, Equipment start-up, if applicable) to be performed by Seller is specified in Seller's written quotation. Dates/time for the service is subject to scheduling and confirmation by Seller's service department. Seller's performance of service is subject to Seller's normal working hours (8:30 am to 5:00 pm, Monday through Friday excluding public holidays), unless expressly agreed otherwise. If any forklift, crane, and/or other lifting or rigging equipment or lighting equipment is necessary (as reasonably determined by Seller's service technician) for Seller to perform the service, Purchaser shall supply such equipment at its own expense together with sufficiently skilled and qualified labor in connection therewith, unless expressly agreed otherwise. If Purchaser requests Seller to comply with Purchaser's safety programs/procedures in connection with performing service at Purchaser's premises, Seller shall comply with such safety programs/procedures that have been provided in advance to Seller in writing with reasonable opportunity to review/implement, to the extent they are reasonable and applicable to the scope of Seller's activities at the premises.

8. INSURANCE: During the term of the Contract, Seller agrees to have the following insurance coverage:

a) Commercial General Liability insurance in an amount of $1,000,000 each occurrence for bodily injury and physical damage to tangible property, subject to an annual aggregate not to exceed $2,000,000;
b) Automobile Liability insurance in an amount of $1,000,000 combined single limit each occurrence;
c) Worker's Compensation insurance in accordance with applicable statutory law; and
d) Employer's Liability insurance in an amount of $1,000,000 for bodily injury each accident or disease.

If Seller will physically enter onto Purchaser's premises (or a third party's premises) in connection with the sale of the Equipment/ service, Seller agrees to, at Purchaser's reasonable request, provide an ACORD form of certificate confirming the above-stated insurance coverage.

Seller shall have no other insurance-related requirement, unless specifically agreed to in writing by an authorized manager of Seller in connection with the order.

9. RETURN POLICY: Shipping and handling charges are not refundable. Purchaser is responsible for the return shipping fee. All returned items are subject to a 30% restocking fee. Returned items must be in brand new condition with all packaging enclosed in the exact condition in which you received them. Special order or non-stock items will not be accepted for return/refund.

10. CANCELLATION: Each party has the right to cancel the order/contract in whole or in part in writing with immediate effect if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party has the right to cancel the order/contract or any part thereof if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Unless an order is cancelled by Purchaser in accordance with this paragraph, Purchaser shall pay Seller's cancellation charges if Purchaser cancels the order (including if Purchaser cancels the order for Purchaser's convenience). The cancellation charges shall be reasonable and may include (among other things) all costs and expenses incurred, and commitments made by Seller and a reasonable profit thereon. Notwithstanding anything set forth to the contrary, Seller may suspend Seller's performance or cancel the order/contract (or any part thereof) immediately if Purchaser fails to provide payment security (if applicable) or if Purchaser fails to make any payments when due.

11. WARRANTY: Seller hereby warrants to Purchaser that the Equipment manufactured or distributed by it and delivered hereunder will be free from defects in material and workmanship under proper use and service; this warranty shall expire one (1) year from start-up or 18 months from the original shipment date from Seller's manufacturing facility whichever comes first. This warranty applies only to Equipment manufactured by Seller and does not cover motors, starters, electrical equipment or other components or accessories manufactured by others. Seller will repair or replace, F.O.B. its factory, any defective part or parts, at no charge, if promptly returned to it within the above-noted warranty period. This warranty extends only to the original purchaser of Equipment furnished hereunder and shall be void if the Equipment is repaired or tampered with in any manner other than by Seller's authorized service personnel. If Seller's inspection does not disclose a defect covered by the warranty, the Equipment will be returned to Purchaser at its expense or, if Purchaser elects, Seller will repair or replace the equipment and charge for such service at the regular rate.

Seller hereby warrants to Purchaser that all other Equipment manufactured by Seller and delivered hereunder will be free from defects in material and workmanship under proper use and service; this warranty shall expire one year from the original shipment date from Seller's manufacturing facility. This warranty applies only to Equipment manufactured by Seller and does not cover components or accessories outside of standard packaged equipment offered. Seller will repair or replace, F.O.B. its factory, any defective part or parts, at no charge, if promptly returned to it within the warranty period. This warranty extends only to the original purchaser of Equipment furnished hereunder and shall be void if the product is repaired or tampered with in any manner other than by Seller's authorized service personnel. If Seller's inspection does not disclose a defect covered by the warranty, the Equipment will be returned to Purchaser at its expense or, if Purchaser elects, Seller will repair or replace the Equipment and charge for such service at the regular rate.

Seller warrants to Purchaser that Equipment or parts thereof repaired or replaced pursuant to the above warranty under proper use and service against defects in workmanship and material; this warranty shall expire 60 days from date of start-up of such repaired or replaced Equipment or parts thereof or on the expiration of the original Equipment warranty, whichever is later.

If the nature of the defect is such that it is appropriate in the judgment of Seller to do so, repairs shall be made at the site of the Equipment. Seller warrants to Purchaser that any services performed by Seller in connection with startup or other servicing of Equipment shall be performed in a workmanlike manner; this warranty shall expire 60 days after the service date visit. If any nonconformity with this warranty appears, Seller shall re-perform the non-conforming portion of the services in a conforming manner.

Any warranties granted beyond those stated above must be specifically identified as a warranty in Seller's specific quotation. Correction by Seller of nonconformities (i.e. repair or replacement of Equipment that is defective in material or workmanship, and re-performance of service which was not performed in a workmanlike manner) in the manner and warranty period provided above shall be Purchaser's exclusive remedy (and Seller's exclusive obligation) with respect to nonconforming Equipment and/or services.

In the event Purchaser and Seller agree that Seller will sell any used Equipment to Purchaser, such used Equipment is sold AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND.

Office: + 832 532 3112
Fax: + 832 532 3115
www.lonestarblower.com

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED, OR OTHERWISE. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

12. CONFIDENTIALITY: In connection with the order and/or performance under this contract, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). " Confidential Information" shall mean all information related to the business or products (including but not limited to the Equipment) or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of this contract, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Equipment/service under this contract, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Equipment/services as contemplated under this contract. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process
to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this paragraph survives any expiration/termination of this contract.

13. INTELLECTUAL PROPERTY: No patents, copyrights, trademarks, trade secrets, or other intellectual property rights are being sold, granted, transferred, or assigned to Purchaser. Without limiting the generality of the foregoing, Seller retains all right, title and interest in and to all inventions, discoveries, ideas, works of authorship (including but not limited to all drawings), processes, methods, know-how, and techniques developed, discovered or conceived by Seller or its employees, including without limitation those developed and/or used in connection with the manufacture of Equipment or performing services hereunder. Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Purchaser acknowledges and understands that no drawings, designs, specifications, or anything else provided by Seller shall be deemed to be "work made for hire."

14. PATENT INDEMNITY: Seller shall defend any suit or proceeding brought against Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment or any part thereof manufactured by Seller, and furnished under this contract constitutes infringement of any patent of the United States of America, provided Seller is promptly notified in writing and given authority, information and assistance for defense of same, and Seller shall, at its option, procure for Purchaser the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace the same with non-infringing equipment, or remove said Equipment and to refund the purchase price (less a reasonable amount for the time the Equipment was used). The foregoing shall not be construed to include any agreement by Seller to accept any liability whatsoever in respect to patents for inventions including more that the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment, except those which are inherent in the Equipment as furnished. The foregoing states the entire liability of Seller with regard to patent infringement. If any Equipment shall be sold by Seller to meet Purchaser's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Purchaser agrees to defend, protect, and indemnify and save harmless Seller from any loss, damage, or injury arising out of a claim, suit or action at law or equity for actual or alleged infringement of any patent of the United States or foreign country because of the sale of such Equipment, and to defend any suits or actions which may be brought against Seller.

15. SOFTWARE: In the event any Equipment includes software in any form, such software is not sold to Purchaser but is only licensed on a limited, non-exclusive basis. Subject to Purchaser's compliance with these terms and conditions of sale, Seller grants to Purchaser for the useful life of such Equipment a royalty-free, non-exclusive, non-transferable license to use the software as intended by Seller solely for normal use of the Equipment. Purchaser shall not create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, modify, or otherwise change the software.

16. EXPORT CONTROL: Equipment, technical data, technology, software, and services furnished by Seller to Purchaser shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser agrees and warrants that no Product, services, technical data, technology, software or other technical information or assistance or other item furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation.

Any export and/or re-export must be in strict accordance with applicable U.S. export laws and regulations, as well as United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Violation of this paragraph constitutes a material and non-curable breach and entitles Seller to terminate the order immediately (even after shipment of the Equipment).

17. FORCE MAJEURE: If either party is delayed at any time by any Force Majeure, such party shall have such additional time within which to perform its obligations as may reasonably be necessary under the circumstances. "Force Majeure" means circumstances beyond the delayed party's reasonable control, including but not limited to, acts of God, acts of public enemies, wars, delays by Seller's suppliers, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, lightning, fire, storms, earthquakes, and civil disturbances.

18. LIMITATION OF LIABILITY:
IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE EQUIPMENT OR SERVICES, DOWNTIME COSTS, AND DELAY COST) HOWSOEVER ARISING, WHETHER ON ACCOUNT OF EQUIPMENT OR SERVICES FURNISHED HEREUNDER, DELAYS OR OTHERWISE (WHETHER A CLAIM IS BASED ON WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE).

SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND (WHETHER BASED ON WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, SERVICING, OPERATION OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS CONTRACT SHALL BE LIMITED TO 100% OF THE PURCHASE PRICE AMOUNT PAID BY PURCHASER TO SELLER UNDER THIS CONTRACT FOR THE SPECIFIC EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. ALL CAUSES OF ACTION AGAINST SELLER ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE PERFORMANCE HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ON YEAR OF TIME OF ACCRUAL THEREOF.

19. MISCELLANEOUS:
19.1 If for any reason, Seller's quotation (or any other document or act by Seller) is deemed an acceptance of an offer from Purchaser, such acceptance is expressly conditional upon Purchaser's assent to any additional or different terms or conditions set forth in these Terms and Conditions of Sa**19.2** No modification or additional term or condition shall be applicable to this contract by virtue of Seller's receipt, acknowledgment or acceptance of Purchaser's purchase order, shipping instruction forms, or other Purchaser documentation containing terms or conditions which are different from or in addition to those set forth in these Terms and Conditions of Sale. Any such modifications or additional terms or conditions are specifically rejected and deemed a material alteration hereof. Purchaser's issuance of a purchase order or Purchaser's acceptance of any drawings, Equipment, or services from Seller shall (without prejudice to any other manner in which acceptance of these Terms and Conditions of Sale may be evidenced) constitute full acceptance of these Terms and Conditions of Sale.

19.3. Neither party shall assign or transfer this contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Seller may without consent assign this contract (or any of rights or obligations hereunder) to any of its affiliates and use sub-contractors.

19.4. If any part of this document is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or enforceability does not affect any other provision, and this document shall be construed as if the invalid or unenforceable provision had never been set forth.

19.5. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in this document shall constitute a waiver of any other breach or of such provision.

19.6. The validity, performance, and all other matters relating to the interpretation and effect of this contract shall be governed by the laws of the State of Texas, USA, without regard to its conflict of laws principles, and the exclusive forum shall be the State of Texas. The United Nations Convention on the International Sale of Goods shall not apply.

19.7 These Terms and Conditions of Sale cannot be superseded, amended, or modified except by a written document signed in handwriting by
Seller's duly authorized officer and Buyer's duly authorized representative.

19.8. All headings, captions and numbering in these Terms and Conditions of Sale are for convenience of reference only and shall notbe used to interpret any meaning of any terms or condition.

19.9. Seller and Purchaser are independent contractors; neither party shall act as the agent for the other. This contract is between Seller and
Purchaser alone, and there are no intended rights or benefits provided hereunder to any third party.

BID TABULATION

PROJECT: (3) Blowers for Aerobic Digesters 2018
DATE OF EMERGENCY BIDS: April 10, 2018

CONTRACTOR	BID
Lone Star Blowers, Inc	$222,360.00
Inovair	$438,387.00
Industrial Process Systems	No Bid Submitted
Zeller Technoilogies	No Bid Submitted

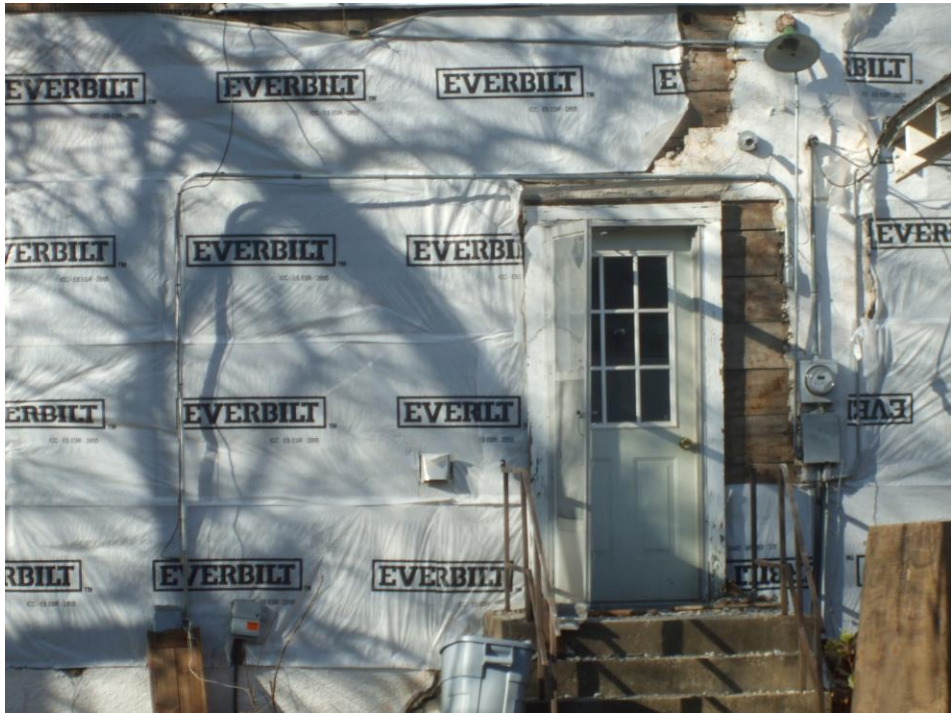
CLOSING DATE:	17-Nov-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	519 N Jackson Ave.

COMPANY	BIDS
B & D Yardbuilders	**$3,925.00**
Big John's	$3,990.00
Jordan Disposal	$3,882.00


COUNCIL BILL 2018-356
519 N. JACKSON AVE.






EVERBILT

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date April 16, 2018

Item: COUNCIL BILL NO. 2018-356
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018-356
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 519 N. Jackson.

Summary: The above listed address was "tagged" as a dangerous building on February 1, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 3, 2017, an advertisement for bids was published in the Joplin Globe with bids being received on November 17, 2017 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 3,882.00
Big Johns	$ 3,990.00
B&D Yardbuilders	$ 3,925.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 3,882.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018-356 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 519 N. Jackson Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Eighty-Two and 00/100 Dollars (3,882.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Three Thousand Eight Hundred Eighty-Two 00/100 Dollars ($3,882.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 519 N. Jackson Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 519 N. Jackson Ave. and legally described as:

ALL OF LOT NUMBERD THREE HUNDRED NINETY-ONE (391) IN NORTH HEIGHTS ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2018, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 16, 2018

ITEM: COUNCIL BILL NO. 2018-506
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Exhibit "A" the Tax Increment Financing Funding Agreement

Finance Director: Leslie Haase
Community Planning Director: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a Tax Increment Financing Funding Agreement by and between Menard, Inc. and the City of Joplin.

DISCUSSION:
The Developer has notified the City of their intent to amend the Hope Valley Tax Increment Financing (TIF) Plan in the near future for a proposed development. As this process continues, the City will incur various expenses, such as postage, legal notices and legal costs. This funding agreement merely requires the developer to make a deposit of $25,000.00 to cover any costs the City incurs in this process. It also makes provisions to allow the City to be able to bill the developer if the costs incurred are more than the amount of the deposit. Approval of this agreement does not approve the amendment to the TIF plan. This action will require consideration by the TIF Commission and City Council at a later date.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2018-506 **ORDINANCE NO**.

AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Menard, Inc., a Corporation and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, Menard's has notified the City of their intent to amend the Hope Valley Tax Increment Financing (TIF) Plan; and,

WHEREAS, the City shall incur various expenses as a result of such amendment; and,

WHEREAS, the City Council requires a funding deposit be made to the City by the developer to cover said expenses of the City.

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

Section 1. That the Tax Increment Financing Funding Agreement by and between Menard, Inc., a Corporation and the City of Joplin, Missouri, a copy of the same being attached hereto as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized to execute said Agreement on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, being an Ordinance dealing with public improvements and expenditures, is an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such shall become effective immediately upon its approval and passage.

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

day of _____, 2018, by a _____ vote.

_____
Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

EXHIBIT "A"

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this ____ day of _____, 2018, by MENARD, INC. (the "Corporation") and the CITY OF JOPLIN, MISSOURI (the "City").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at City Hall, 602 South Main Street, Joplin, Missouri 64801.

B. The City created the Tax Increment Financing Commission of the City of Joplin, Missouri (the "Commission") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), and under Ordinance No. 2003-53, adopted by the City Council of the City.

C. The Corporation is a Wisconsin corporation with offices at 5101 Menard Drive, Eau Claire, Wisconsin 54703.

D. By Ordinance No. 2014-109, adopted by the City Council of the City on July 21, 2014, the City approved the Hope Valley Tax Increment Financing Redevelopment Plan (the "Plan").

E. The Commission and the City have been requested by the Corporation to prepare or consult on the preparation of an amendment to the Plan and to consider the amendment to the Plan in accordance with the Act and, if such amendment to the Plan is approved by the City, to provide such other services and assistance as may be required to implement and administer the amended Plan through its completion.

F. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time; legal, fiscal, planning consultants; direct out-of-pocket expenses and other costs resulting from, services rendered to Corporation to review, evaluate, process and consider applications for tax increment financing assistance authorized by the Act.

G. If the amendment to the Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the amended Plan, Commission and City costs covered by this Agreement and paid by Corporation shall be reimbursed to Corporation from monies deposited into the Special Allocation Fund pursuant to 99.845, RSMo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The Commission and/or the City shall:

a. Prepare or consult with the Corporation on the preparation of and consider the amendment to the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act;

b. Review documents submitted by the Corporation and prepare and present required ordinances, analyses, and other necessary documents to the City Council of the City for consideration for approval.

c. If the City Council of the City approves the amendment to the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Corporation and the City for implementation of the amended Plan;

d. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and the amended Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of Twenty-five Thousand Dollars and no cents ($25,000.00) (the "Deposit") from the Corporation. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Corporation pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance available from which additional disbursements may be made as required.

3. Additional Funding. The City shall submit one combined itemized statement for it and the Commission for staff time, other administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Such statements shall be submitted no more often than monthly. The Corporation shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 6.a. Corporation shall supply the Additional Funds in a timely manner so that Commission and City activities may continue without interruption.

4. Disbursement of Funds.

a. The City shall disburse the Funds and Additional Funds for reimbursement for staff time and other administrative costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its

obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Corporation with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the amended Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at $250/meeting and, upon appropriate itemization, staff time and expenses. In addition, the Commission and/or City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the amended Plan.

6. Termination.

a. In the event the Corporation fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, in its sole discretion upon ten (10) days written notice to the Corporation. Termination by the City shall terminate its duties and obligations with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Corporation's application and/or amendment to the Plan. Upon such termination, the City shall retain the Funds and Additional Funds, if any, necessary to reimburse their outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Corporation within sixty (60) days of such termination.

b. The parties hereto acknowledge that the Corporation may determine to abandon the amended Plan. Upon notice of abandonment by the Corporation, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Funds and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Corporation within sixty (60) days of such termination.

c. In the event the Funds and Additional Funds are insufficient to reimburse the Commission and the City for its outstanding expenses payable hereunder, the Corporation shall reimburse the City as set forth in Section 3.

7. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Community Development Department Director
City of Joplin
602 South Main Street
Joplin, MO 64801

With a copy to:

City Attorney
City of Joplin
602 South Main Street
Joplin, MO 64801

To the Corporation:

Menard, Inc.
Attn: Tyler Edwards
5101 Menard Drive
Eau Claire, WI 54703

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. Miscellaneous.

a. Governing law. This Agreement shall be governed by Missouri law. Any disputes arising hereunder shall be litigated only in the Circuit Court of Jasper County, Missouri.

b. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the funding by the Corporation to the City for the services associated with the amendment to the Plan pursuant to this Agreement.

c. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of such rights.

c. Successors and Assigns. This Agreement may not be assigned by any party hereto without prior written consent of all other party. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any liability hereunder. This Agreement shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

e. Counterparts. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Its: City Manager

Attest:

By: _____
Its: City Clerk

MENARD, INC.

By: _____

Its: _____

Attest:

By: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 2018, before me, _____, a Notary Public in and for said State, personally appeared Sam Anselm, City Manager of the City of Joplin, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

_____
Notary Public

My Commission Expires:

_____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2018, before me, _____ a notary public in and for the County and State aforesaid, appeared _____, a _____ of Menard, Inc. a Wisconsin corporation, who is personally known to me to be the same person who executed the within instrument on behalf of Menard, Inc., and such person duly acknowledged the execution of the same to be the act and deed of Menard, Inc.

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

_____
Notary Public

My Commission Expires:

_____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 2 ND, 2018

ITEM: Council Bill No. 2018-604 approving the Memorandum of Understanding between the City of Joplin and the Rotary Sculpture Garden

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: Council Bill No. 2018-604; copy of Memorandum of Understanding

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

INTRODUCTION:
This Council Bill approves the Memorandum of Understanding between the City of Joplin and the Rotary Sculpture Garden dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park.

DISCUSSION:
The Joplin Rotary Club and the Joplin Daybreak Rotary Club have joined together to help plan and establish a sculpture garden within Mercy Park. The purpose and mission of RSG is to enhance the quality of life for citizens and visitors to our community by establishing and maintaining a sculpture garden in an existing city park.

Rotary Sculpture Garden, Inc., a Missouri Not-for-profit Corporation, has been granted 501 ©3 status by the IRS. The Board of Rotary Sculpture Garden, Inc. will serve as the governing body for the garden. Two representatives from the City of Joplin will serve as permanent members of this board. One of these representatives is the Director of Parks and Recreation and the second will be another city employee of his choosing. The remaining members of the board of directors are members of the two Rotary clubs, the arts community, and the city at large.

It is anticipated that additions of sculpture to the park will be by donation of private individuals or corporations. All donations will be subject to approval first by the Board of RSG and final by the City Parks Department and Park Board. Prospective donors must secure written approval before donating or loaning a sculpture. The decisions of the board of RSG, Inc. and the City Parks and Recreation Department are final.

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

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this _____ day of _____, 2018, by and between the CITY OF JOPLIN, hereinafter referred to as "City," and ROTARY SCULPTURE GARDEN, hereinafter referred to as "Rotary," and collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, City owns certain real estate commonly known as Mercy Park, hereinafter referred to as "the premises." City desires to enter into an agreement with Rotary Sculpture Garden for placement of sculptures on the premises under the terms and conditions described herein; and,

WHEREAS, the parties agree that Rotary Sculpture Garden may place certain sculptures within the premises under the terms and conditions described herein; and,

WHEREAS, because of the improvement responsibilities of Rotary Sculpture Garden, and the shared use of the premises, the parties desire to set forth the material terms in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Sculptures. All sculptures are subject to final approval in writing by the City of Joplin's Parks & Recreation Department prior to the placement of any sculpture on the premises. All sculptures shall comply with the Joplin City Code. All sculptures shall comply with deed restrictions, such as covenants.

2. Placement, Relocation, and Removal of Sculptures. The City will approve the location of placement of all sculptures in consultation with Rotary Sculpture Garden. The City may require that any and all sculptures be removed from or relocated on the premises due to safety concerns, vandalism or any other incident that would make a sculpture inappropriate or hazard in Mercy Park. In the case of relocation or removal, the Parks and Recreation Director will work closely with the Rotary Sculpture Garden finding a new placement site within the Mercy Park.

3. Any such removal or relocation will be at the cost of the Rotary Sculpture Garden. Removal or relocation will be accomplished by the City giving notice to Rotary Sculpture Garden, which will have ninety (90) days to remove or relocate the sculpture(s) specified in the notice. If Rotary Sculpture Garden fails to remove or relocate any sculpture within the specified timeframe, excluding extenuating circumstances, the City may remove or relocate said sculpture and assess the cost of removal or relocation against Rotary Sculpture Garden.

4. Maintenance of Sculptures. The City will be responsible for its current maintenance responsibilities. Rotary Sculpture Garden will be responsible for maintenance of the approved placement area and sculptures within the area. Rotary Sculpture Garden agrees that said area will be kept in a neat, orderly, and clean condition. Rotary Sculpture Garden is responsible for restoring the area to its original condition in the event that a sculpture is removed or replaced.

5. Ownership of Sculptures. Rotary Sculpture Garden will own all sculptures.

6. Approval Process. All sculptures or other items of artistic expression proposed to be donated to or installed in Mercy Park are subject to and are required to go through the exclusive screening and approval process of Rotary Sculpture Garden.

7. Intellectual Property Rights. Rotary Sculpture Garden will maintain exclusive ownership of all intellectual property rights in all sculptures and items of artistic expression, subject to limitations of agreements with the artists.

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

CITY OF JOPLIN

By: _____
Its: authorized signatory

ATTEST:

_____
Barbara Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

ROTARY SCULPTURE GARDEN

By:_____
Its: authorized signatory

ATTEST:

_____
Secretary

COUNCIL BILL NO. 2018-604 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park, a copy of which is attached hereto and incorporated herein as an Exhibit, or copy in substantially similar form to that, be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Memorandum of Understanding (MOU) And Agreement and such other documents as may be necessary, by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 2 ND, 2018

ITEM: Council Bill No. 2018-605 amending the Dog Park Rules in the Joplin City Code of Ordinances

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: Council Bill No. 2018-605; copy of Dog Park Rules

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

INTRODUCTION:
This Council Bill looks to amend Chapter 86, Article VII, Section 86-252 of Joplin City Code to state under rules, "Director of Parks and Recreation has the authority to review and revise dog park rules as needed".

DISCUSSION:
In 2013, the City of Joplin established our first dog park at Parr Hill Park. The purpose was to allow dogs and their owners a green space in which to run freely without a leash. The "off-leash park area" requires owners to register their dog(s) with the Parks and Recreation Department. With this membership, owners must submit up-to-date vaccinations and the proper documentation to attend the park. With the new dog park, a set of rules were developed that each member is required to follow. We review rules on a yearly basis and at times there are rules that either need to be modified, added and/or deleted. Currently, if we need to make changes to the rules we have to come before, the City Council and have them amended each time. To make this more efficient we would like to add the following section to the rules, "Director of Parks and Recreation has the authority to review and revise dog park rules as needed".

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

CITY OF JOPLIN, MISSIOURI
Dog Park Rules

1. Any dog within an off-leash park area shall not be under six (6) months of age, and shall be currently vaccinated against rabies, distemper, parvovirus and have a current City of Joplin license affixed or attached to the dog's collar or harness. All dogs are required to have a tag issued by City of Joplin Parks and Recreation Department at 3010 W. 1st Street.

2. An "off-leash park area" is an area within a City of Joplin park designated by the Parks & Recreation Board for the purpose of allowing dogs to roam without leashes.

3. All general Park Rules and City of Joplin ordinance must be obeyed.

4."Owner" means any person, firm or corporation in possession and control of or custody of a dog.

5. Any owner bringing a dog into an off-leash park area shall be responsible for complying with these rules and any other rule, regulation and ordinance necessary to protect the health, welfare and safety of park users.

6. An owner bringing a dog into an off-leash area is liable for and assumes the risk for the dog's conduct.

7. No person under 16 years of age shall be permitted to bring a dog into an off-leash park area.

8. For safety reasons, children must be at least 12 years old and supervised by an adult to use the dog park. Children must behave in a responsible manner: no running, chasing dogs, or petting dogs without the owner's permission.

9. Dogs must be under voice control of their handler and in view of their handler at all times. Handler must be in fenced area with dog at all times.

10. A dog within an off-leash park area shall be under the owner's immediate control. All patrons of the Dog Park must carry their leash with them at all times.

11. An owner of a dog creating a disturbance or not being properly controlled can be evicted from an off-leash park area. Upon leaving an off-leash park area, an evicted owner shall also remove his or her dog. If an owner’s dog is doing these things the owner is required to remove their dog themselves, without being evicted.

12. No person having been convicted of allowing a dog to bite, chase or attack any person or animal without provocation shall be permitted to bring a dog into an off-leash park area.

13. No dog which has not been spayed or neutered shall be permitted within an off-leash dog park.

14. No female dogs in heat and dogs with fresh wounds or disease shall be permitted within an off-leash park area.

15. Any excreta deposited in an off-leash park area shall be promptly removed and appropriately disposed by the dog's owner.

16. No dangerous or potentially dangerous dog, as defined by the City of Joplin Animal Code, shall be permitted within an off-leash park area.

17. Any dog left unattended within an off-leash park area shall be deemed "at-large" in violation of the City of Joplin Animal Code.

18. No dog weighing more than 30 pounds shall be permitted within an area designated for small dogs. Owners allowing their small dogs to enter a designated Large Dog Area do so at their own risk and assume responsibility for whatever damage or injury may result.

19. No food, treats, alcoholic beverages (soft drinks and water are allowed), smoking, squeaky toys, frisbees, dog toys or children's toys are allowed in the dog park. This is a recreation park for dogs accompanied by their owners.

20. Handlers must “scoop the poop” and dispose of waste in designated park provided container.

21. No professional dog trainer/behaviorist shall conduct any training or business activity within an off-leash park area.

22. No more than two dogs per person on any one visit.

23. Bicycles, rollerblades, roller-skates, skateboards, and strollers are prohibited. This is a recreation park for dogs accompanied by their owners. (Wheel chairs are allowed.)

24. Stop your dog from digging. Handlers must repair all holes and damage done by their dog under their control.

25. Choke, prong, pinch, and spike collars must be removed inside park area.

26. Park Hours of Operation 6AM to Sunset or 9PM whichever occurs first.

27. Handlers enter off-leash area at their own risk.

28. Dogs must be properly licensed, vaccinated and wear an owner identification tag.

29. Dogs must be leashed when outside fenced dog park areas.

30. No animals other than dogs are permitted in Dog Park.

31. Dogs acting in an aggressive fashion toward other dogs or people, such as charging in aggressive manner and growling, fighting with other dogs, etc. must be removed by their owner.

32. If your dog bites or scratches a person (where the skin is broken) it will be subject to existing city quarantine ordinances.

COUNCIL BILL NO. 2018-605 ORDINANCE NO.

AN ORDINANCE amending Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-252, Rules, to implement certain language changes.

WHEREAS, the City adopted the Dog Park Rules on May 6th, 2013 as set forth in Ordinance 2013-106; and,

WHEREAS, the City would like to amend the Dog Park Rules on Ordinance 2013-106; and,

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

Section 1. That 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, be amended in Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86-252, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"Sec. 86-252. Rules.

…

The Director of Parks and Recreation shall have the authority to review and revise dog park rules as needed. The Director of Parks and Recreation shall cause all such rules to be posted at the entrance to any Dog Park in the City.

…"

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

_____day of _____, 2018.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney