COUNCIL AGENDA
Monday, April 17, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation To Proclaim May 1, 2017 As Anti-Violence Day. Howie Nunnelly And Bubba Evansco Will Be Present To Discuss And Accept The Proclamation.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Report Of The 2016 Audit By Leslie Haase, Finance Director And Cochran, Head, Vick & Co.

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The April 3, 2017 City Council Meeting

      Documents:

      APR 3 CC MINS.PDF

9. **Resolutions**

   1. RESOLUTION NO. 2017-005
      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 2017; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

      Documents:

      RS 2017-005 FY2017 ACTION PLAN QUICK GLANCE.PDF
      FY 2017 ACTION PLAN - COUNCIL.PDF
      RS 2017-005 SUMMARY.PDF
      RS 2017-005.PDF

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2017-124

       AN ORDINANCE authorizing the City to enter into a Transportation Commission Cost Apportionment Agreement (7S3173) with the Missouri Highways and Transportation Commission for the reconstruction of the Connecticut Avenue Bridge over Interstate 44, in the City of Joplin; authorizing the City Manager to execute said Agreement for and on behalf of the City; and containing an emergency clause.

       Documents:

       CB 2017-124 LOCATION MAP.PDF
       CB 2017-124.PDF
       MODOT CT AGMT.PDF
       SUMMARY 2017-124.PDF

    2. COUNCIL BILL NO 2017-125
       AN ORDINANCE approving the contract with D & E Plumbing, in the amount of Seven Million Four Hundred Eighty Seven Thousand Two Hundred Fifteen and no/100DOLLARS ($7,487,215.00) for the 20th Street Improvement Project in the City of Joplin, Missouri; and containing an emergency clause.

       Documents:

       SUMMARY 20TH STREET IMPROVEMENTS.PDF
       20TH_RL_MAIN.PDF
       BID TAB FORM.PDF
       CB FOR 20TH STREET IMPROVEMENT.PDF

    3. COUNCIL BILL NO. 2017-126
       AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $27,247.46 (Twenty-Seven Thousand Two Hundred Forty-Seven and 46/100 Dollars) for the removal of street lights in the 20th Street Improvement Projects Area and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

       Documents:

       SUMMARY EMPIRE 20TH ST. IMPROV.PDF
       2-JOPLIN CONSTRUCTION CONTRACT FORM - EMPIRE.PDF
       CB EMPIRE 20TH ST. IMPROVEMENT.PDF
       20TH_RL_MAIN.PDF

    4. COUNCIL BILL NO. 2017-127
       AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $30,000.00 (Thirty Thousand and no/100 Dollars) for the line relocation for the round-about at 32nd & Central City Road and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Documents:

SUMMARY EMPIRE 32ND CENTRAL CITY RD.PDF
CB EMPIRE 32ND CENTRAL CITY RD.PDF
2 JOPLIN CONSTRUCTION CONTRACT FORM - EMPIRE.PDF
32ND_CENTRAL_CIT MAP EMPIRE.PDF
EMPIRE AGREEMENT ROUND ABOUT 32ND AND CENTRAL.PDF

5. COUNCIL BILL NO 2017-128
AN ORDINANCE approving the City of Joplin to enter into a contract with Emery Sapp & Sons in the amount of One Million Two Hundred Forty Four Thousand Five Hundred Sixty Eight and 87/100 Dollars (1,244,568.87) for the 32nd Street and Central City Road Intersection Improvement Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Documents:

SUMMARY 32ND CENTRAL CITY ROAD.PDF
BID TAB FORM.PDF
32ND_CENTRAL_CIT MAP EMPIRE.PDF
CB 32ND CENTRAL CITY ROAD.PDF

6. COUNCIL BILL NO 2017-129
AN ORDINANCE approving the contract with Jeff Asbell Excavating and Trucking, Inc. in the amount of Six Hundred Twenty-Seven Thousand, Six Hundred Twenty-One and 00/100 DOLLARS ($627,621.00) for the W. 12th Street and Harmony Heights Public Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Documents:

SUMMARY SHEET W12TH-HARMONY HEIGHTS PUBLIC SEWER LINE REPLACEMENT_2017-CCC.PDF
CB - W12TH-HARMONY HEIGHTS PUBLIC SEWER LINE REPLACEMENT_2017-CCC.PDF
BID TAB FORM.PDF
WEST 12TH COUNCIL EXHIBIT.PDF

7. COUNCIL BILL NO. 2017-367
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with PricewaterhouseCoopers Public Sector LLP to provide administrative services related to the 2012 and 2013 Community Development Block Grant- Disaster Recovery Awards, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Documents:

CB 2017-367 INTERVIEW SCORES.PDF
CB 2017-367 MASTER AGREEMENT.PDF
CB 2017-367 SUMMARY.PDF
CB 2017-367 WORK AUTHORIZATION.PDF
CB 2017-367.PDF

8. COUNCIL BILL NO. 2017-368
AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Agreement (MOA) with the Joplin Industrial Development Authority (JIDA) for the CDBG-DR funded Crossroads Industrial Park Phase II project; and containing an emergency clause.

Documents:

CB2017-368-AGREEMENT.PDF
CB2017-368-COUNCIL BILL.PDF
CB2017-368-SUMMARY SHEET.PDF

9. COUNCIL BILL NO. 2017-369
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 905 Central in the City of Joplin, Missouri, for the amount of One Thousand Four Hundred Seventy Nine and 50/100 Dollars (1,479.50); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-369 BID.PDF
CB 2017-369 PICTURES.PDF
CB 2017-369 SUMMARY.PDF
CB 2017-369.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. News From The PIO

    2. CLOSED SESSION

       Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES April 3, 2017

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America –led by Boy Scout Troop #31 from St. Paul's United Methodist Church.

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
A Proclamation to proclaim April as Fair Housing Month was presented to Doris Carlin, who is a member of the Community Housing Resource Board. Ms. Carlin stated the board sponsored a Fair Housing poster contest and the winners of the contest were present and introduced themselves. The posters will be on display at City Hall during the month of April. Also in attendance and representing the Community Housing Resource Board were Debbie Markman; Housing Authority Director, Matt Moran, and City of Joplin Planner, Tyler Overstreet.

A Proclamation for the Mayors' Monarch Pledge was presented to Valerie Frankoski and members of the Missouri Master Naturalist group. Also in attendance were two lovely monarch butterfly girls.

A Proclamation to proclaim April 4, 2017 as National Service Recognition Day was presented to Shelly Goerz, Director of the Independent Living Center.

The City Clerk of Carl Junction, Maribeth Matney, who is also the Secretary of the Missouri City Clerks and Finance Officers Association, presented the 2017 Missouri Outstanding City Clerk Award to Joplin City Clerk Barbara Hogelin on behalf of MOCCFOA. Accompanying Mrs. Matney to make the presentation were Kim DeMoss, City Clerk of Webb City; Debbie Cornell, City Clerk of Carterville and Sue Hirshey, Village Clerk of Village of Airport Drive. Mrs. Hogelin stated she was grateful and honored to receive the award. She received a standing ovation for her accomplishments.

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

REPORTS AND COMMUNICATIONS

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

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

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the March 20, 2017 Council Meeting

COUNCIL BILL NO. 2017-505 - AN ORDINANCE amending Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-5, Fees at Schifferdecker Golf Course, to implement certain fee language changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2017-055**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. West introduced COUNCIL BILL NO. 2017- 121 - AN ORDINANCE approving an agreement with Jacobs Engineering in the not to exceed amount of Three Hundred Forty Thousand Three Hundred Sixty and 00/100 ($340,360.00) for Construction Management for Street, Sidewalk, Curb & Gutter and Storm Water Projects in the Recovery Area authorizing the Director of Public Works to execute the same; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2017-121 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-056.**

Mayor Seibert congratulated David Hertzberg for being promoted to Public Works Director for the City of Joplin.

Mr. Brown introduced COUNCIL BILL NO. 2017–366 - AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area and located at 820 S. Picher in the City of Joplin, Missouri, for the amount of One Thousand Nine Hundred Twenty-Five and 00/100 Dollars (1,925.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mr. McCreary that Council Bill No. 2017-366 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-057**

Mr. Shaw introduced COUNCIL BILL NO. 2017-507 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause . Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-507 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-058**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Announcements from the PIO

In recognition of Arbor Day, the City of Joplin invites Joplin residents to receive a complimentary tree on Friday, April 7. The program will be held at 11 a.m. at the Arboretum in Landreth Park, and will conclude with a member of the Joplin City Council presenting a Proclamation naming April 7, 2017 as Arbor Day for the City of Joplin.

Joplin Parks and Rec are hosting a Flashlight Easter Egg Hunt for children ages 3 to 10 on Saturday, April 8 at the Joplin Athletic Complex. There will be more than 10,000 filled eggs to find with a flashlight. The $5 fee includes a bag of candy, a hot dog and soda, and the Easter Egg Hunt. There will be several hunts held to allow for different age groups registered. Check-in and food for the kids starts at 7:45 p.m. Pre-registration is required as well as bringing your own flash light. To register, call 625-4750 or go to the Parks & Rec website joplinparks.org - deadline is Wednesday, April 5.

The Tree Limb Drop Off program allowing residents to bring their tree limbs and brush to drop off will be held on Saturday, April 15. The drop off site will be open from 8 a.m. to 2 p.m. The drop-off site is located at 1702 North Schifferdecker Avenue, about a half a mile north of Belle Center Road on the west side of Schifferdecker.

Jim West recognized Police Officer Amanda Schippers, who was on duty at the city council meeting tonight. He stated Officer Schippers received the Lifesaving Award for 2016 at the recent annual Police Department recognition banquet. Officer Schippers responded to an emergency call of an unresponsive child. Officer Schippers administered CPR and successfully resuscitated and sustained the child until paramedics arrived. The child is doing well.

Mr. Stinnett asked City Manager Anselm the status of the change order policy. Mr. Anselm replied the report is being circulated to the departments for their review and comment. A draft of the report will be available soon.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. There being no further business the meeting adjourned at 6:42 p.m.

Submitted,

Barbara Gollhofer

Barbara J. Gollhofer, MRCC, Assistant City Clerk

FY2017 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$509,627.00**
HOME INVESTMENT PARTNERSHIP:	**$357,165.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**3 UNITS**
HOMEOWNER HOUSING REHABILITATED	**3 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($300,000 IN SIDEWALK IMPROVEMENTS)

REENERGIZE CITY FAÇADE GRANT PROGRAM

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE ACTIVITIES

ASSIST WITH CONSTRUCTION OF PLAYGROUND EQUIPMENT FOR CHILDREN'S HAVEN

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$509,627.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$300,000.00**

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.

FAÇADE GRANT PROGRAM	**$ 75,000.00**

Funding used for the rehabilitation of blighted properties in the City's Downtown District. This amount of funding will cover two façade rehabilitations.

CHILDREN'S HAVEN PLAYGROUND CONSTRUCTION	**$ 25,000.00**

Children's Haven, a local temporary children's shelter, will use CDBG funding to partially fund the construction of playground equipment for their facility.

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 $357,165.00

HOUSING REHABILITATION ACTIVITIES	**$ 82,500.00**

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	**$115,000.00**

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.

HOMEBUYER NEW CONSTRUCTION ACTIVITIES	**$132,500.00**

Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.

PROGRAM ADMINISTRATION ACTIVITIES **$ 27,165.00**

Pro-rata share of Planning/ Community Development staff and overhead.



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

FY2017
ACTION PLAN

Executive Summary

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

1. Introduction

The FY 2017 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

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic 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 Revitilization Activities (Infrastructure Improvements, specifically sidewalks)
- Economic Development Activities (Facade Grant Program)
- Public Services Activities (HMIS funding, Children's Haven Grant)
- 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

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, 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

Summary from citizen participation section of plan.

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

- Two advertised public meetings (December 20, 2016 and February 28, 2017 at Joplin City Hall)
- One 30-day public comment period (March 1 - March 31, 2017)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.

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

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Community partners and attendees at the public meetings provided a number of comments that assisted with the development of the plan. Through the two meetings, the City received feedback encouraging the reignition of its Facade Grant Program, a proposal for a Public Service Grant for Children's Haven, and general positive feedback on the City's neighborhood focused revitilization.

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

All comments received were taken seriously and considered when developing the plan. Eligible activities have been incorporated into the plan to reflect the needs of the target area and the city at-large.

7. Summary

The City of Joplin is narrowing its focus to neighborhood-level development for its CDBG and HOME grant programs. In doing so, a greater, more visible impact will be witnessed in the highest need areas of the City.

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

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 December 2016, and was achieved through a variety of strategies, including public hearings, direct correspondence and meetings with stakeholders. All efforts were made to contact appropriate parties and obtain thorough input. These consultations, in conjunction with participation from citizens, provided the plan direction and scope.

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 seperate 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.

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 year, the Homeless Coaltion has designed and implemented a Coordinated Entry program. 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 532 Assessments, and housed 82 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 usage. 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**	One Joplin
	Agency/Group/Organization Type	Non-Profit Collaborative

	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 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?	One Joplin is a non-profit, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed.
4	**Agency/Group/Organization**	Community Housing Resource Board
	Agency/Group/Organization Type	Housing PHA

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy 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 Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year.

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

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 FY2017 Action Plan was held at the Joplin City Hall on December 20, 2017. Public notice was published within the Joplin Globe on December 4, 2017 and on www.joplinmo.org.

The second public hearing on the FY2016 Action Plan was held in the Fifth Floor Study of City Hall on February 28, 2017 from 5:00 pm - 6:00 pm. Public notice was published within the Joplin Globe on February 12, 2017. Comments on the draft plan were accepted through March 31, 2017. The draft Consolidated plan will be presented to Joplin City Council on April 17, 2017.

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 fowarding 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 FY2017, the City's allocation amounts are $357,165 for HOME and $509,627 for CDBG.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder 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	509,627	0	0	509,627	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.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder 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	357,165	0	0	357,165	900,000	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.

Table 1 - 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 of Joplin's CDBG and HOME allocations compliment a number of other federal, state and local resources. There is the potential for layering and coordinating with local non-profits in order to do more impactful projects. Examples might include revitalizing neighborhoods with the help of ESC who could also do projects with MHDC funds. Other examples are Public Works grants for infrastructure and roads through MoDOT.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs

identified in the plan

The City will on occassion donate lots to non-profits or other stakeholders for projects or development. At this time, there is no specific publically owned land or property with specific development plans. Ideas for future projects, though, might include: parks, community gardens, or even single-family housing.

Discussion

Using the City's annual allocations over the course of the next four years, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus at this moment 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 ned 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	2015	2019	Affordable Housing	Census Tract 106 Census Tract 101	Safe Decent Affordable Housing	HOME: $330,000	Homeowner Housing Added: 3 Household Housing Unit Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2015	2019	Non-Housing Community Development	Census Tract 101	Public Infrastructure and Facility Improvements	CDBG: $351,202 HOME: $0	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	2015	2019	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: $19,500	Homelessness Prevention: 200 Persons Assisted

Table 2 **– 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 Murphysburg District, a Low-Mod area.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Providing for the reapair 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

Table 3 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Joplin identified a total of 10 projects in this year's Annual Action Plan. They are as follows: infrastructure improvements, economic development activities, Missouri Abandoned Housing Act programming, HMIS Funding for the Homeless Coalition, Coordinated Entry Program Funding, CDBG admin, homebuyer new construction, CHDO reserve new construction, owner-occupied rehabilitation, and HOME admin. With these projects, the City will attempt to impact as many lives as possible.

#	Project Name
1	Neighborhood Improvements - NID IV
2	Economic Development Activities
3	Public Service Activities
4	CDBG Administration and Planning
5	2017 ESC Rehabilitation
6	2017 CHDO New Construction
7	2017 Habitat New Construction
8	HOME Administration and Planning

Table 3 – Project Information

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

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. In this Action Plan, we face the obstacle of not having opened up Public Service Applications in the fall of 2015. Therefore, there will not be as many activities geared towards providing much needed public services in the area.

AP-38 Project Summary

Project Summary Information

Table 4 – Project Summary

1	**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: $300,000
	Description	Funding for 2017 infrastructure projects within Neighborhood Improvement District 4.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	The project will primarily serve residents in Census Block Groups 101-1 and 101-2. Combining population estimates for both areas, the project should impact roughly 1930 persons and 701 households.
	Location Description	Sidewalk construction will take place on School Street, Central Street, and High Ave in Joplin. Please see the attached Map in the Appendix for additional information.
	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.
2	**Project Name**	Economic Development Activities
	Target Area	Main Street
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $75,000

	Description	Activities primarily serving job growth and downtown revitalization functions.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Projects will primarily take place within the City's Downtown Historic District
	Planned Activities	The City will use funding for the rehabilitation of blighted properties in the City's Downtown District. This amount of funding will cover two façade rehabilitations.
3	**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	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Activities under this project will take place throughout the Joplin area.

	Planned Activities	Two activities are planned under this project: 1. Children's Haven Playground Construction: Children's Haven, a local temporary children's shelter, will use CDBG funding to partially fund the construction of playground equipment for their facility. 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
4	**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: $92,627
	Description	Administration and Planning for CDBG Activities
	Target Date	6/30/2018
	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	2017 ESC Rehabilitation

5	**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	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Three Households will benefit from the rehabilitation of their homes.
	Location Description	Various locations within the City of Joplin. Priority will be given to applicants from City Focus Areas.
	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.
6	**Project Name**	2017 CHDO New Construction
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $115,000
	Description	A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	One family will benefit from the construction of new housing. However, the value of adding housing to distressed neighborhoods cannot be understated.
	Location Description	A location will be selected within the City of Joplin
	Planned Activities	Economic Security Corporation will act as the owner and developer of properties to be newly constructed for homebuyers.
7	**Project Name**	2017 Habitat New Construction
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $132,500
	Description	Construction of New Housing by Habitat for Humanity
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Housing will be construction for two homebuyer families under this program.
	Location Description	
	Planned Activities	Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.
8	**Project Name**	HOME 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	HOME: $27,165
	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.

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 2017 will be concentrated in tract 101, more specifically in the East Town neighborhood. Utilizing HOME funds, several housing projects will be located in this area as well in order to make more comprehensive improvements within the tract. In addition, the City's Downtown District will be directly impacted by the facade rehabilitation program. This funding makes up the percentage of funds allocated towards "Main Street." Other 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	38
Main Street	9
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 hopes to take a more comprehensive approach in the rehabilitation of these communities (hence the large share of funds targeted towards 101 in 2017). The hope is that by focusing efforts of multiple funding sources and multiple departments, the City can make a more profound impact on

these areas.

Affordable Housing

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

Introduction

Utilizing HOME funds, the City of Joplin will construct three new homes and perform owner-occupied rehabilitation on another three. With CDBG funds, the City will fund the Community Housing Resource Board, a non-profit board with the goal of furthering fair and affordable housing for Joplin residents.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	0
Total	6

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	3
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	6

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; recduce 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-suficiency of residents.

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.

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

Not applicable according to the Housing Authority.

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

Introduction

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 Homeless Coalition provided the following information in regards to their goals:

Homeless Coalition Goal: EDUCATION

1. *Increase community's knowledge of resources for persons experiencing homelessness.A. Distribute media materials. (Pocket Pal)*

Notes: The Homeless Coalition uses the Pocket Pal during its outreach efforts. The Pocket Pal is a mini resource guide on area services. It is regularly updated and shared by The Homeless Coalition. The Homeless Coalition also has a Facebook page and website that is used to post information.

Homeless Coalition Goal: SERVICES

1. *Assess and refer persons experiencing homelessness to services that best meet their needs.*

   A. Promote and lead the Project Homeless Connect events held twice per year in Jasper and Newton Counties.

   B. Maintain current street outreach efforts.

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 a number of other questions.

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. The Pocket Pal is a small local resource guide that will be used during outreach activities.

The Salvation Army will continue their weekly meal delivery in the community. They have several sites where they park their meal truck for people to walk to from their homeless camps to eat. The SOS ministries will continue to serve meals each Sunday at Impact Church.

Homeless Coalition Goal: ADMINISTRATIVE FUNCTION

1. *Maintain a coordinated assessment to properly connect individuals and families with the right level of housing and services that meet their needs.*

Notes: Housing Connect, The Homeless Coalition's Coordinated Entry process, also interacts with unsheltered people. Assessments for housing will be scheduled in the community and at the Housing Connect office for any person experiencing homelessness in Jasper or Newton County.

Addressing the emergency shelter and transitional housing needs of homeless persons

By placing a focus on the improvement on individual's lives through public service activities, we can hope to improve the emergency shelter and transitional housing needs of those who are homeless. Through our annual contribution to the Homeless Coalition's invoice for their HMIS System, we can help to collect more accurate data on area homeless needs. In addition, any organizations or shelters may apply for additional public service assistance during future Action Planning processes.

The Homeless Coalition provided the following information regarding this topic:

Homeless Coalition Goal: SERVICES

1. *Increase Permanent Housing in our community.*

A. Meet or exceed goals for the Continuum of Care application.

- *Create new PH for chronically homeless persons.*
- *Prioritize chronically homeless persons in permanent supportive housing.*
- *Increase percentage of homeless persons staying in PH over 6 months to at least 71.5%*
- *Increase percentage of homeless persons moving from TH to PH to at least 63.5%*

B. Support building efforts of local government to rebuild low to moderate income housing stock.

C. Increase rapid rehousing rental assistance dollars in the community.

- *Local agencies will locate and apply for grants that contain rapid rehousing rental assistance as an eligible activity.*

1. *Increase income*

a. Increase percentage of homeless persons employed at exit to at least 19%

Notes: The Homeless Coalition will support any goals/projects that will increase permanent housing in the community. This should create opportunities for homeless persons to move from shelter and transitional housing situations into permanent housing. Increasing rental assistance dollars in the community will also enable providers to move more people from Emergency Housing and Transitional Housing programs.

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

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 Homeless Coalition provided the following information:

Homeless Coalition Goal: MEMBERSHIP/PARTNERSHIPS

1. *Partner with programs that serve veterans.*

    A. Complete technical assistance on Veterans.

    B. Report monthly on Veteran issues.

Notes: The Homeless Coalition will continue to maintain a Veteran's By Name list and host at least quarterly case planning meetings with all veteran service providers. The purpose of the meetings is to update the By Name List and coordinate services on homeless veterans.

Homeless Coalition Goal: ADMINISTRATIVE FUNCTION

1. Maintain a coordinated assessment to properly connect individuals and families with the right level of housing and services that meet their needs.

Notes: The Homeless Coalition will maintain 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.

Homeless Coalition Goal: SERVICES

1. **Increase Prevention Services in our community.**Provide services through Legal Aid to prevent foreclosure.Ensure that persons experiencing homelessness or are unstably housed, are enrolled in any mainstream benefit program for which they are eligible.Increase rental assistance dollars in the community to prevent homelessness.Local agencies will locate and apply for grants that contain prevention rental assistance as an eligible activity.
2. Prioritize the use of ESG and Continuum of Care funds for proven strategies that will help prevent homelessness.

Notes: Prevention services will continue with all agencies providing information on area programs that can help families at risk of becoming homeless. Providers will continue to apply for prevention rental

assistance funds.

Many members of The Homeless Coalition have resources for homeless prevention. When developing The Homeless Coalition's Coordinated Entry process prevention and diversion was addressed in the following ways:

- All agencies will do prevention and diversion with families and individuals who are at imminent risk of losing their housing.
- All agencies are familiar with the local community resources for prevention.
- Regular updates about available funding and programs take place at monthly Homeless Coalition meetings.

Prevention Resources can include any of the following:

- Utility Assistance Program (multiple agencies have programs)
- ESG Rental Prevention funds (Catholic Charities)
- Rental Assistance (St. Vincent De Paul, Crosslines, Salvation Army and ESC)
- Foreclosure Prevention (Legal Aid)

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.

The emergency shelter and transitional housing needs of homeless individuals and families, and the assistance to homeless persons making the transition to permanent housing and independent living will primarily benefit from the project with the Homeless Coalition.

The Homeless Coalition provided the following information:

Homeless Coalition Goal: EDUCATION

1. *Increase knowledge of community resources for coalition members.*

A. Schedule guest speakers from outside the coalition to help organizations with improving services and reducing homelessness.

Notes: Having knowledgeable coalition members can help prevent people from being discharged

Homeless Coalition Goal: ***ADVOCACY***

1. **Increase advocacy activities of The Homeless Coalition.**

    - Participate with the Governor's Committee to End Homelessness.
    - Advocate for youth experiencing homelessness.

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

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

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 taking action towards addressing issues of housing condition with the Abandoned Housing Act project budgeted for in this action plan. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Tyler Overstreet, Community Development Planner, will have a seat at the table to ensure any zoning code changes do not run the risk of creating barriers to affordable fair housing. Finally, through the city's partnerships with Economic Security Corporation and Joplin Area Habitat for Humanity, approximately 3 homes will be rehabilitated for LMI homeowners and three new affordable homes will be constructed using HOME funding.

It is also important to note that the City of Joplin will be beginning the Affirmitavely Furthering Fair Housing planning process within the upcoming program year. The first step is to update the City's Citizen Participation Plan. A key element of this plan update will be evaluating how we can better reach persons who might not have the means to give input. It is incredibly important that we are able to reach people whose voice is not always heard in the AFH and in the next Consolidated Plan.

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

Introduction

Actions planned to address obstacles to meeting underserved needs

FY2017 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) (Children's Haven) and further fair housing (CHRB set-aside)

Actions planned to foster and maintain affordable housing

The housing activities described earlier (ESC Rehabilitation, CHDO activity, and Habitat for Humanity) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted.

Actions planned to reduce lead-based paint hazards

Lead testing is required through ESC's rehabilitation program. Both of these will evaluate a proposed 3 units this year. Both 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.

Actions planned to reduce the number of poverty-level families

FY2017 activities that will address poverty in the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement) and further fair housing (CHRB set-aside)

Actions planned to develop institutional structure

Through partnerships with area non-profit organizations and layered planning of activities, the City of Joplin hopes to make the biggest impact with the most efficiency possible. Upcoming Public Works research should assist with the development and planning of city projects. In addition, within the past year, the City has expanded involvement with One Joplin, a non-profit collaborative within the City.

Partnership with this group will help with outreach and programming, and allow for excellent delivery of services despite diminishing funding.

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

The City will continue its partnership with ESC and Habitat for Humanity as subrecipients of the HOME funds. The above listed Grant recipients will also serve as institutions to help carry out the public services for this FY2017.

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.	76.00%

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 forgiveable 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)).

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)]. The following chart outlines the funding limits and period of affordability.

   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.

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.

PUBLIC NOTICE

The City of Joplin is developing a one year Action Plan (FY 2017) 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 sets forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment 3) expanding economic opportunities, primarily for low and moderate income persons and 4) elimination of slum and blight.

The estimated amount of CDBG funds to be received for fiscal year 2017 is $509,627.00. The estimated amount of HOME funds to be received for fiscal year 2017 is $355,253.00. 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 primarily be used for activities that benefit low and moderate income persons.

The City of Joplin will hold a public meeting on Tuesday December 20, on the fifth Floor of City Hall, located at 602 S Main St. Joplin, MO at 5:00 PM. The purpose of this meeting will be to discuss and provide an opportunity to propose activities, and comment on program performance. The public is encouraged to submit comments regarding previously funded CDBG activities.

For additional information, please contact Tyler Overstreet 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

CITY OF JOPLIN, MISSOURI
CHECK REQUEST

DATE 12-12-16 **DATE CHECK IS NEEDED** 12-16-16

PAYEE The Joplin Globe

PAYEE ADDRESS PO Box 7
Joplin, MO 64802

ACCOUNT CODE 150-1501-570-7020

PROJECT NUMBER # GFC012

TOTAL AMOUNT $263.22

REASON FOR PAYMENT Public Notice - One year Action Plan for FY 2017

CHECK DISTRIBUTION INSTRUCTIONS (PLEASE MARK BOX):

[X] **MAIL DIRECTLY TO VENDOR AT ABOVE ADDRESS**

[ ] **HOLD IN FINANCE DEPARTMENT FOR PICKUP BY:**

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AUTHORIZED SIGNATURE

****BEFORE SUBMITTING FOR PAYMENT, PLEASE BE SURE ALL APPROPRIATE INFORMATION IS COMPLETED AND THE NECESSARY SUPPORTING DOCUMENTATION IS ATTACHED.****

FOR FINANCE DEPARTMENT USE ONLY:

APPROVED BY _____

DATE _____

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



(First Published December 4, 2016)
PUBLIC NOTICE
The City of Joplin is developing a one year Action Plan (FY 2017) 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 sets forth four (4) basic goals to developing viable urban communities 1) providing decent housing, 2) providing a suitable living environment 3) expanding economic opportunities, primarily for low and moderate income persons and 4) elimination of slum and blight.
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Troy Bolander
Director of Planning, Development & Neighborhood Services
City of Joplin, Missouri
(036)

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, CARRIE B. BALL, 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 12/04/2016	12/04/2016	LEGAL 036/PUBLI	1	263.22

Carrie B. Ball (Business Manager)
Carrie B. Ball

Subscribed and sworn to before me this 5th day of

December, 2016

Kimbra B. Green Notary Public
Kimbra B. Green/15146011
02/21/2019

Please Print

Public Hearing - CDBG & HOME Program; FY2017 Action Plan

Date: December 20, 2016 **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall**
5th Floor Study

Name:	Agency:	Address:	Phone:	E-Mail Address:
Tyler J. Overstreet	CoJ	602 S Main	(417)624-0820	toverstr@joplinmo.org
CURTIS SCOTT	ESC	1924 W. 4TH	417-781-4437	cscott@escswa.org
Judith Beaver	Catholic Charities	403 E 4th St.	417-624-3790	jbeaver@ccsomo.org
Scott Decker	CATHOLIC CHARITY	403 E 4TH ST	417-624-3790	sdecker@ccsomo.org
TROY BIZZARRO	CoJ			

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 2017) 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.

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A public meeting will be held on Tuesday February 28, 2017, 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 FY2017 Action Plan and previous program performance. The public comment period will begin on Wednesday, March 1 and end on Friday, March 31. 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 Tyler Overstreet at toverstr@joplinmo.org. Copies of the draft FY2017 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. For additional information, please contact Tyler Overstreet at (417) 624-0820 extension 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 12, 2017 Legal Section
Bill to:	City of Joplin Planning Development and Neighborhood Services 602 South Main Street Joplin, Missouri 64801

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

PLEASE PUBLISH IN JOPLIN GLOBE: Sunday February 12, 2017

CITY OF JOPLIN, MISSOURI
CHECK REQUEST

DATE 2-21-17 DATE CHECK IS NEEDED 2-24-17

PAYEE The Joplin Globe

PAYEE ADDRESS P.O. Box 7

Joplin MO 64802

ACCOUNT CODE 150-1501-570-7020

PROJECT NUMBER GFCD015

TOTAL AMOUNT $426.17

REASON FOR PAYMENT for Public Notice for developing one year Action Plan (FY2017).

CHECK DISTRIBUTION INSTRUCTIONS (PLEASE MARK BOX):

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[ ] PLEASE MAIL WITH ENCLOSURE

AUTHORIZED SIGNATURE

BEFORE SUBMITTING FOR PAYMENT, PLEASE BE SURE ALL APPROPRIATE INFORMATION IS COMPLETED AND THE NECESSARY SUPPORTING DOCUMENTATION IS ATTACHED.

FOR FINANCE DEPARTMENT USE ONLY:

APPROVED BY _____

DATE _____

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 2017) for submissi to the U.S. Department of Housing Urban Development (HUD). The Commur Development Block Grant (CDBG) Program and the Home Investment Partn ships (HOME) Program set forth four (4) basic goals to developing viable urb communities: 1) providing decent housing, 2) providing a suitable living envir ment and 3) expanding economic opportunities, primarily for low and moderate come persons 4) alleviate blighted conditions.

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

(17

THE JOPLIN GLOBE

P.O.Box 7. Joplin, Missouri 64
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, CARRIE B. BALL, 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 02/12/2017		LEGAL 172/ACTIO	1	426.17

02/12/2017

Carrie B. Ball (Business Manager)
Carrie B. Ball

Subscribed and sworn to before me this 12th day of

February, 2017

Diana J. Crouch Notary Public
Diana J. Crouch/15146002
02/21/2019

Please Print

Public Meeting - CDBG & HOME Program; FY2017 Action Plan

Date: February 28, 2017 **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall 5th Floor Study**

Name:	Agency:	Address:	Phone:	E-Mail Address:
Stephanie Theis	Children's Haven	711 S. Picher	417-782-4453	Ch-stephanie@ath.net
Barbie Huff	Joplin Habitat	5201 N. Main St.	417-782-6533	bhuff@joplinhabitat.org
Curtis Scott	ESC	1924 W. 4TH St.	417-781-4437	cscott@escswa.org
Deb Markman	ESC	302 S. Joplin,	417-627-2013	dmarkman@escswa.org
Tyler Overstreet	Co.)			

PUBLIC INPUT FOR THE
2017 ACTION PLAN

Please share your thoughts and comments to help shape a draft plan (submit additional pages as necessary):

Name/Representing: _____

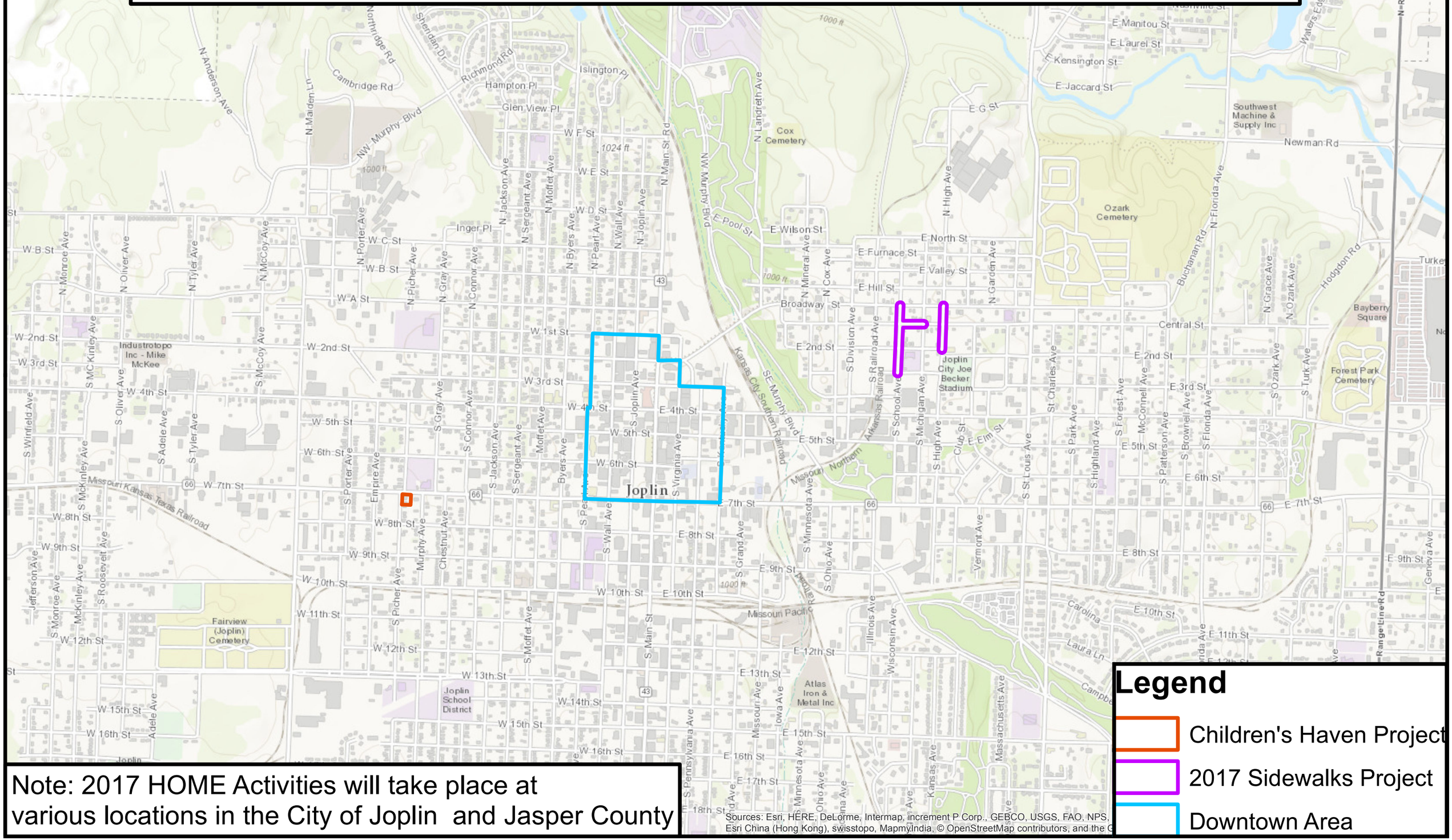
Email/Phone: _____

Please leave your comments in the space provided above or submit any comments to:

Tyler Overstreet, City of Joplin Department of Planning,
Development, and Neighborhood Services
417.624.0820 ext. 539 OR toverstr@joplinmo.org
602 S. Main Street Joplin, MO 64801

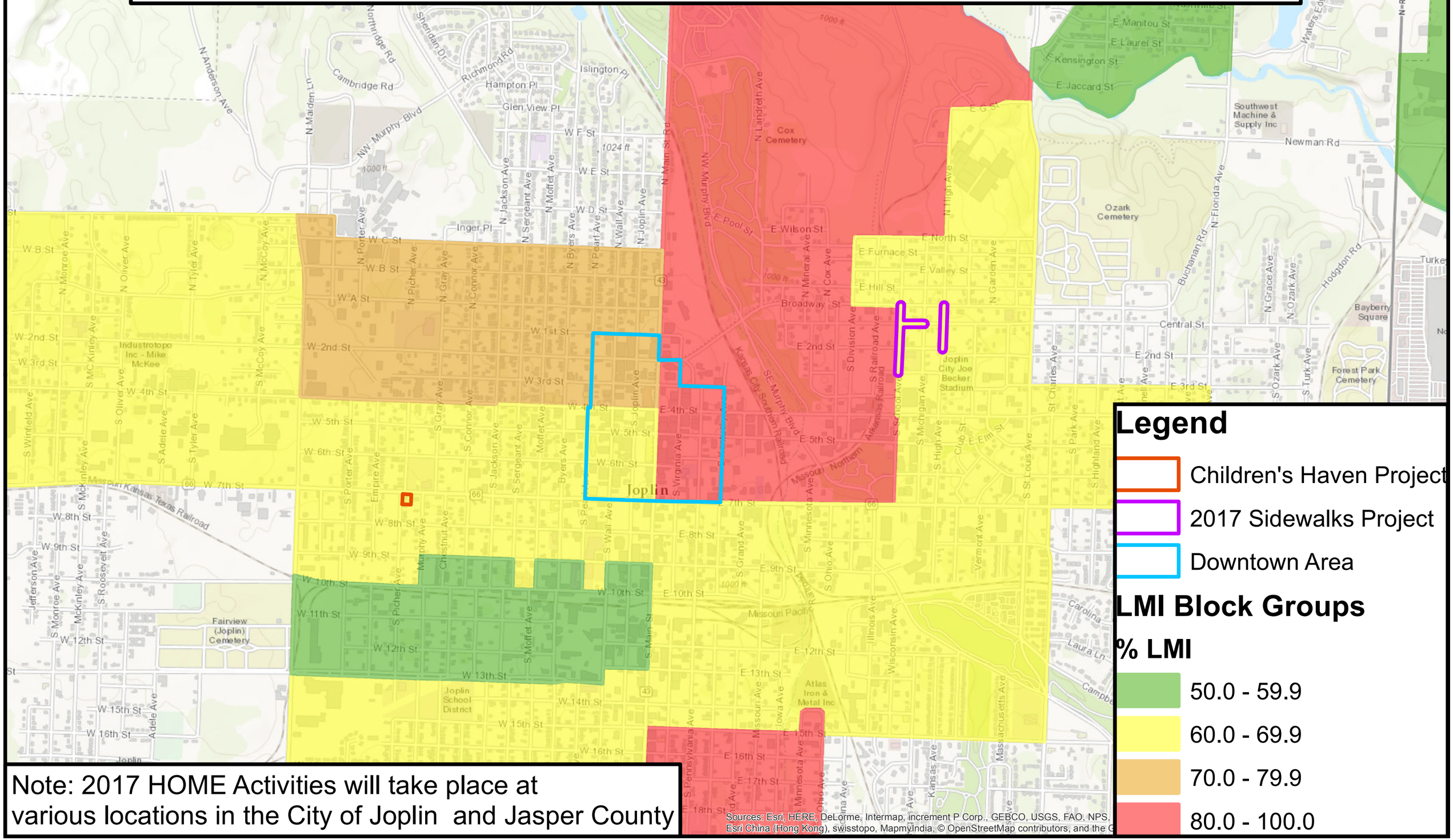
Thank you for your feedback

Geographic Extent of 2017 Projects



Note: 2017 HOME Activities will take place at various locations in the City of Joplin and Jasper County

Geographic Extent of 2017 Projects



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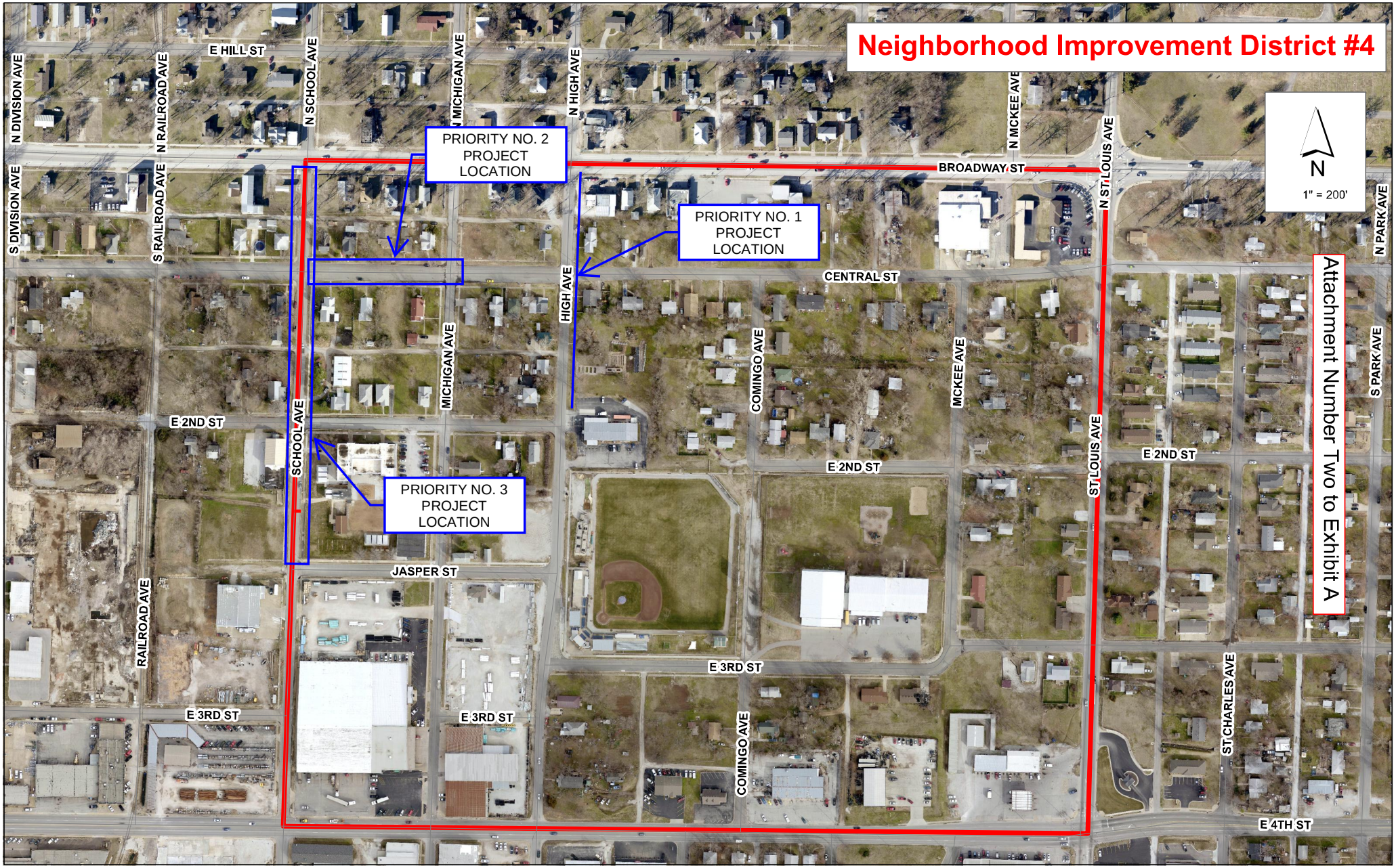


Document Path: V:\John\Maps_2\Neighborhood_Improvement_District_4.mxd

Date: 10/17/2014

FY2017 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$509,627.00**
HOME INVESTMENT PARTNERSHIP:	**$357,165.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**3 UNITS**
HOMEOWNER HOUSING REHABILITATED	**3 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($300,000 IN SIDEWALK IMPROVEMENTS)

REENERGIZE CITY FAÇADE GRANT PROGRAM

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE ACTIVITIES

ASSIST WITH CONSTRUCTION OF PLAYGROUND EQUIPMENT FOR CHILDREN'S HAVEN	
HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$509,627.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$300,000.00**

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.

FAÇADE GRANT PROGRAM	**$ 75,000.00**

Funding used for the rehabilitation of blighted properties in the City's Downtown District. This amount of funding will cover two façade rehabilitations.

CHILDREN'S HAVEN PLAYGROUND CONSTRUCTION	**$ 25,000.00**

Children's Haven, a local temporary children's shelter, will use CDBG funding to partially fund the construction of playground equipment for their facility.

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 $357,165.00

HOUSING REHABILITATION ACTIVITIES	**$ 82,500.00**

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	**$115,000.00**

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.

HOMEBUYER NEW CONSTRUCTION ACTIVITIES	**$132,500.00**

Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.

PROGRAM ADMINISTRATION ACTIVITIES **$ 27,165.00**

Pro-rata share of Planning/ Community Development staff and overhead.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017

Item: FY 2017 CDBG and HOME Action Plan
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) 2017 CDBG & HOME Action Plan
3) Action Plan "At a Glance"
4) Resolution No. 2017-005

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

Recommended Action: Approval of Resolution No. 2017-005

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 2017. 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 One Year Action Plan included:

Two public meetings (December 20, 2016 and February 28, 2017 at the Joplin City Hall);
One 30-day public comment period (March 1 – March 31, 2017);

The final version of the Action Plan is attached. Included in the attachments is a resolution approving the submission of the application and Action Plan to HUD for program funding.

Initial estimates for FY 2017 allocations are approximately $509,627.00 in CDBG assistance and $357,165.00 in HOME assistance. These amounts are estimated based upon the previous year's allocation.

RECOMMENDATION:

The staff recommends adoption of this Resolution on an emergency basis.

RESOLUTION NO. 2017-005

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 2017; 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

NOW, THEREFORE, 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 $509,627.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $357,165.00 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 Forms 424 and Certifications 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 _____, 2017.

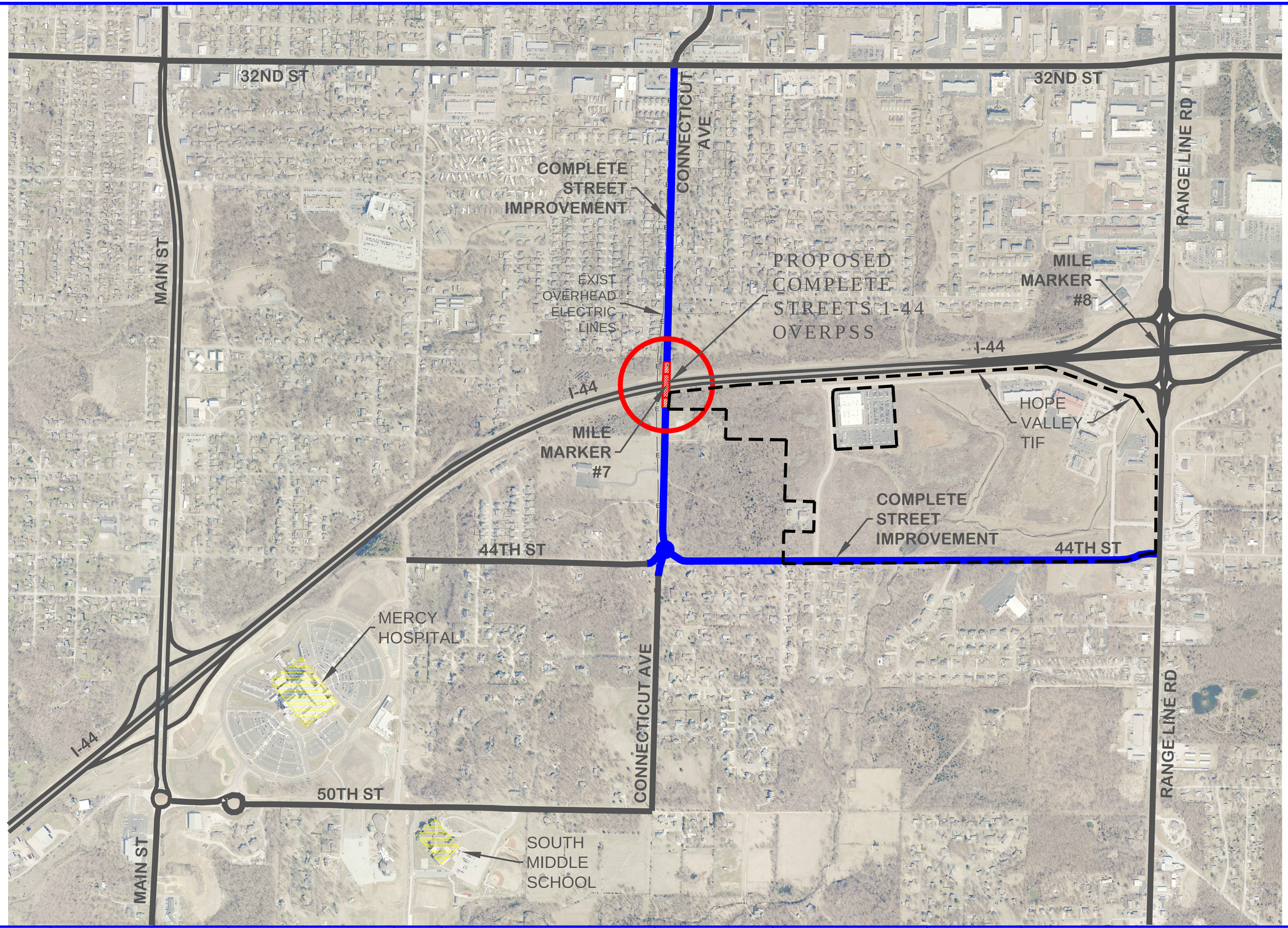
_____
Mike Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney



MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP. CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 530 FAX NO: 417-625-4738 E-MAIL: NHEATHER@JOPLIN.ORG	REV DATE: 06/2016	REVISION: CREATED PLAN	SVYD BY: PNT FILE: SVY DATE: ENGINEER: HEATHERLY	ACAD DWG FILE & PATH NAME: MISC\CONNECTICUT VICINITY SCALES: HORZ: 1" = 500' VERT: N/A	DWN BY: STAFF CKD BY: SALISBURY APD BY: SALISBURY DATE: 06/2016	PROJECT **CONCEPTUAL PLAN OF NEW BRIDGE OVER 1-44 ON CONNECTICUT AVE**	PLAN NO: SHEET **1 OF 1**

COUNCIL BILL NO. 2017-124 ORDINANCE NO.

AN ORDINANCE authorizing the City to enter into a Transportation Commission Cost Apportionment Agreement (7S3173) with the Missouri Highways and Transportation Commission for the reconstruction of the Connecticut Avenue Bridge over Interstate 44, in the City of Joplin; authorizing the City Manager to execute said Agreement for and on behalf of the City; and containing an emergency clause.

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

Section 1. That the City enter into a Transportation Commission Cost Apportionment Agreement(7S3173) for the reconstruction of the Connecticut Avenue Bridge over Interstate 44, with the Missouri Highways and Transportation Commission.

Section 2. That the City Manager of the City of Joplin is authorized to execute the Agreement described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to complete the improvements within funding time limitations.

Passed by the Council of the City of Joplin, Missouri, this _____ day of_____, 2017, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 02/17 (AR)
Modified:

Cost Apportionment Agreement
Route: Connecticut Ave./Interstate 44
County: Newton
Job No.:7S3173

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Interstate 44, including the Connecticut Avenue bridge over Interstate 44, in Newton County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of bridge A1969, which carries Connecticut Avenue over Interstate 44, and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Entity in the cost of the Commission's public improvement for the Connecticut Avenue bridge over Interstate 44, in the County of Newton, designated as Job No. J7S3173. This public improvement will involve replacement of bridge A1969.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Bridge A1969, Connecticut Avenue over I-44, located 1.0 mile west of Business Loop 49 (Range Line Road) in Joplin.

The general location of the public improvement is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) USE OF RIGHT-OF-WAY: The Entity grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(5) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) No right-of-way is anticipated to be needed for the project.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The Entity will be responsible for fifty percent (50%) of the total project cost. The total project cost will include utilities, and construction. Preliminary engineering, construction engineering, right-of-way and right-of-way incidentals are excluded from the total project cost for purposes of cost sharing. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof. The current estimate of the Entity's responsibilities is one million, one hundred sixty-eight thousand, twenty-two dollars ($1,168,022). The Entity shall remit a check in the amount of one million, one hundred sixty-eight thousand, twenty-two dollars ($1,168,022) to cover the estimated total project cost no later than five (5) days prior to the Commission's advertisement of the project for bids. The check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund.*

If the Entity fails to make the required deposit, the Commission is under no obligation to continue with the project.

(B) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated at one million, one hundred sixty-eight thousand, twenty-two dollars ($1,168,022) from its Southwest District distributed funds.

(C) The Entity is responsible for the balance of the project in excess of two million, three hundred thirty-six thousand, forty-four dollars ($2,336,044).

(D) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment.

(9) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(15) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(16) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being

constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(20) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(22) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(23) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: District Engineer
3025 E. Kearney
Springfield, MO 65807
Facsimile No.: 417-895-7610

City of Joplin to: Director of Public Works
City of Joplin
602 S. Main
Joplin, MO 64801
Facsimile No.: 417-625-4738

or to such other place as the parties may designate in accordance with this Agreement.

(24) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(25) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20___.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title:_____

Ordinance No _____

EXHIBIT "A"
PROJECT LOCATION



EXHIBIT "B"
FUNDING TABLE

Project Name: Connecticut Avenue Bridge over I-44
MoDOT Job Number: 7S3173

Description: Bridge improvement over I-44

Definition of "Total Project" for Cost Apportionment Includes:

Construction	Utilities	

Definition of "Total Project" for Cost Apportionment Excludes:

Design	Right-of-way	
Construction Engineering	Right--of-way Incidentals	

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	$ 322,186	$ -
Right-of-way	$ -	$ -
Right-of-way Incidentals	$ -	$ -
Utilities	$ -	$ -
Construction	$ 2,290,238	$ 2,290,238
Contingency	$ 45,806	$ 45,806
Inspection and Letting	$ 237,000	$ -
Total	$ 2,895,230	$ 2,336,044

Project Responsibilities

Preliminary Engineering	Joplin
ROW Acquisition	None Anticipated
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities

City of Joplin	$ 1,168,022	Total Local Share
	$ -	$ 1,168,022.00
	$ -	50.0%
	$ -	Total MoDOT Share
MoDOT Southwest	$ 1,168,022	$ 1,168,022.00
	$ -	50.0%

How are overruns and underruns handled?

City and Commission to share under runs equally. City to pay any actual costs over $2,336,044.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017

MISSOURI HIGHWAYS & TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT

Item: COUNCIL BILL NO. 2017-124
Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Location plan
2) Copy of Agreement
2) Council Bill 2017-124

Engineering: Dan Salisbury	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Acceptance of a Transportation Cost Apportionment Agreement with the Missouri Highway and Transportation Commission for construction of the Connecticut Avenue Bridge over Interstate 44.

Summary: In August, 2014 Joplin voters passed the renewal of the Capital Improvement Sales Tax for an additional ten years. One of the projects included in the program is the widening of Connecticut Avenue from 44th Street to 32nd Street. The replacement of the MoDOT's bridge over I-44 is part of this project.

The Commission will pay for fifty percent (50%) of the total construction cost and any cost to move utilities estimated at $1,168,022.

Discussion: Attached is the proposed agreement between the City of Joplin and Missouri Highways and Transportation Commission. Both Parties will share 50 percent, of the utilities adjustment and construction. The city is paying the full cost of the design and MoDOT is paying for the full cost of bidding and construction inspection. Any cost overruns are the responsibility of the city. The current estimate of the city's responsibility is $1,168,022. The city will be required to remit payment for that amount to cover the estimated project cost no later than five days prior to the Commission's advertisement of the project for bids. Payment will be due in this fiscal year with bidding occurring in the late fall and construction happening in 2018.

The project will widen the bridge to four lanes of vehicular traffic with eight foot wide shared use paths on both sides to accommodate both pedestrians and bicyclists. The widening of Connecticut south of I-44 and 44th Street to five lanes is scheduled for 2019.

Recommendations: Staff recommends acceptance of this agreement on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017
Council Bill No. 2017-125

Item: Construction Contract for 20th Street Improvements Projects
Originating Department: Public Works

Attachments: 1) Bid tab
2) Location Map
3) Council Bill No. 2017-125

Community Development: Troy Bolander	Date:
Department Head: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of a construction contract with D & E Plumbing for $7,487,215.00 for the 20th Street Improvements Project funded through CDBG-DR.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013.

This project consists of the reconstruction of 20TH STREET FROM MAIN STREET TO CONNECTICUT AVENUE (PART 1) and from CONNECTICUT AVENUE TO RANGELINE ROAD (PART 2). The reconstruction of 20th Street includes storm sewers, sidewalks, street lighting, signalization, landscaping, and all other miscellaneous work required for completion for the project.

PART 1 also includes:

- Iowa Avenue Drainage Improvements (15th to 20th Street), which includes drainage channel, storm sewer and box culvert improvements.

- Storm 20th Street & Rhode Island Avenue Culvert Improvements for Joplin Storm Project #6 consisting of modifications to an existing box culvert that runs northeast from Rhode Island under 20th Street.

- Storm 18th Street & Massachusetts Culvert Improvements for Joplin Storm Project #6 consisting of modifications to an existing box culvert that runs northeast from Rhode Island under 20th Street.

PART 2 also includes:

- Project S-0400 Stormwater Highview Culvert and 20th Street Ditch, which replaces the existing box culvert under Highview Avenue just south of 20th Street and constructs improvements to the Joplin Creek ditch from Highview Avenue to 20th Street.

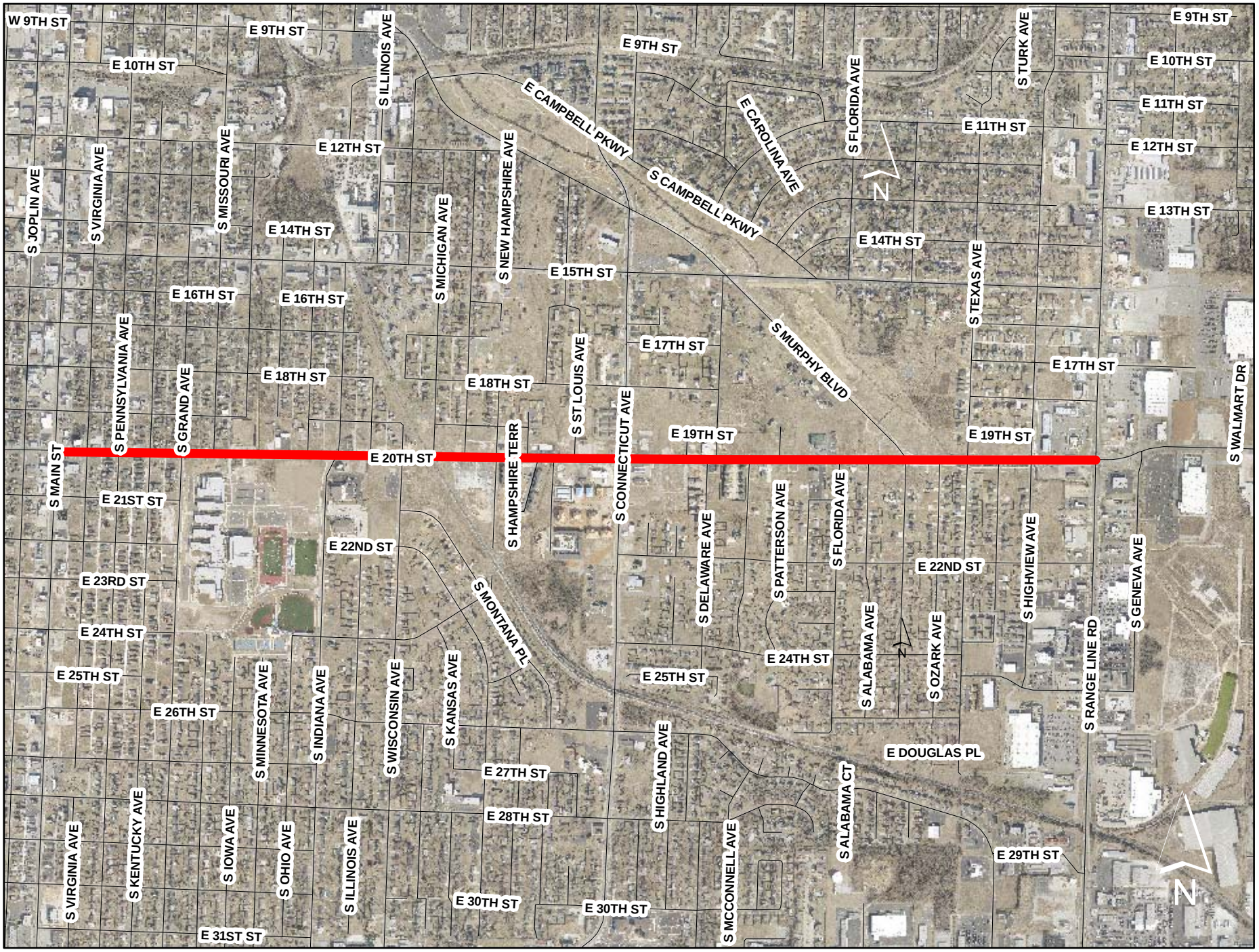
- Project S-0500 Stormwater 20th Street Rangeline to Joplin Creek, which replaces the existing CMAP under 20th Street from Rangeline Road to Joplin Creek.

- Murphy Boulevard and 20th Street Intersection Improvements, which realigns Murphy Boulevard beginning approximately 700' north of the intersection.

In July, 2015 City Council approved the Capital Plan for the expenditure of CDBG-DR which included this project.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on April 4, 2017 with 5 firms bidding. D & E Plumbing provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts signed and notice to proceed is given.

Recommendation: City staff recommends approval of the construction contract with D & E Plumbing for $7,487,215.00 for 20th Street Improvements Projects funded through CDBG-DR be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.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S TEXAS AVE
S WALMART DR
S DELAWARE AVE
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S GENEVA AVE
S RANGE LINE RD
S ALABAMA AVE
S OZARK AVE
S MONTANA PL
S MINNESOTA AVE
S INDIANA AVE
S WISCONSIN AVE
S KANSAS AVE
S HIGHLAND AVE
S MCCONNELL AVE
S ALABAMA CT
E DOUGLAS PL
S KENTUCKY AVE
S IOWA AVE
S OHIO AVE
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BID TABULATION

PROJECT: 20th Street Improvements
DATE OF BID OPENING: April 4, 2017

CONTRACTOR	BID
D & E Plumbing	7,487,215.00
Jeff Asbell Excavating	7,617,053.96
Emery Sapp & Sons	7,726,058.90
Branco Enterprise	8,278,962.96
Engineering Estimate	8,688,580.44

COUNCIL BILL NO. 2017-125 ORDINANCE NO.

AN ORDINANCE approving the contract with D & E Plumbing, in the amount of Seven Million Four Hundred Eighty Seven Thousand Two Hundred Fifteen and no/100DOLLARS ($7,487,215.00) for the 20th Street Improvement Project in the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the contract be awarded to D & E Plumbing, in the amount of Seven Million Four Hundred Eighty Seven Thousand Two Hundred Fifteen and no/100 DOLLARS ($7,487,215.00) for the 20th Street Improvement Project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work and is in substantial conformance with said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from CDBG-DR Phase II fund.

Section 3. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with D & E Plumbing.

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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract will be approved in the 2016-2017 budget.

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

_____, 2017, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017
Council Bill No. 2017-126

Item: Agreement with Empire District a Liberty Utilities Company in the amount of $27,247.46 for the removal of street lights in the 20th Street Improvement Projects Area

Originating Department: Public Works

Attachments: 1) Location Map
2) Agreement
3) Council Bill No. 2017-126

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

Recommended Action: Approval of an agreement with Empire District a Liberty Utilities Company for the removal of street lights in the 20th Street Improvement Projects Area

Background: In July, 2015 City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In September of 2015 the City Council approved the Joplin Engineering Team led by Olsson Associates and Anderson Engineering for parts 1 and 2 for the design, bidding and construction management for the in the 20th Street Improvement Projects Area from Range Line to Main Street. The improvements will include the removal of existing street lights under this agreement and installation of new LED street lights.

Discussion: Attached is the proposed agreement between the City of Joplin and Empire District a Liberty Utilities Company. In order to make improvements in the 20th Street Improvement Projects Area it will be necessary to remove the existing street lights located on city right of way. The total cost of work required for the street light removal is $27,247.46. The cost includes removing equipment less cable for $23,581.00 and removal of cable for $3,666.46. It is important that the agreement be signed as soon as possible so that the removal may begin in advance of construction.

Recommendation: It is recommended that the proposed agreement with Empire District a Liberty Utilities Company for the removal of street lights in the 20th Street Improvement

Projects Area be approved. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND EMPIRE DISTRICT A LIBERTY UTILITES COMPANY

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: EMPIRE DISTRICT A LIBERTY UTILITIES COMPANY Address: 602 JOPLIN AVE JOPLIN, MO 64801	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

REMOVAL OF STREET LIGHTS IN 20TH STREET IMPROVEMENT PROJECTS AREA

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 within length of contract from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

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

d. 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.

e. 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.

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

action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

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

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

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

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

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

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

6. 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.

7. 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, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $0.00

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.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

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

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

14. Payment. The City will pay the Contractor the contract amount of $27,247.46 in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

a. This Contract

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 Twenty Seven Thousand Two Hundred Forty Seven and 46 /100 Dollars ($27,247.46) dollars, said amount being subject to any approved addenda or change order.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

19. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the

requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

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

24. 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.

25. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

26. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____
David Hertzberg, Public Works Director

_____
Peter Edwards, City Attorney

COUNCIL BILL NO. 2017- 126 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $27,247.46 (Twenty-Seven Thousand Two Hundred Forty-Seven and 46/100 Dollars) for the removal of street lights in the 20th Street Improvement Projects Area and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter an agreement with Empire District a Liberty Utilities Company in the amount of $27,247.46 (Twenty-Seven Thousand Two Hundred Forty-Seven and 46/100 Dollars) for the removal of street lights in the 20th Street Improvement Projects Area.

Section 2. Upon the final approval and acceptance of the contractor's work in substantial conformance with said agreement in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Community Development Block Grant Disaster Recovery Grant Fund.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

Section 4. Project will be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 5. City Council hereby approves the agreement in the same or substantially similar form.

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

_____, 2017, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

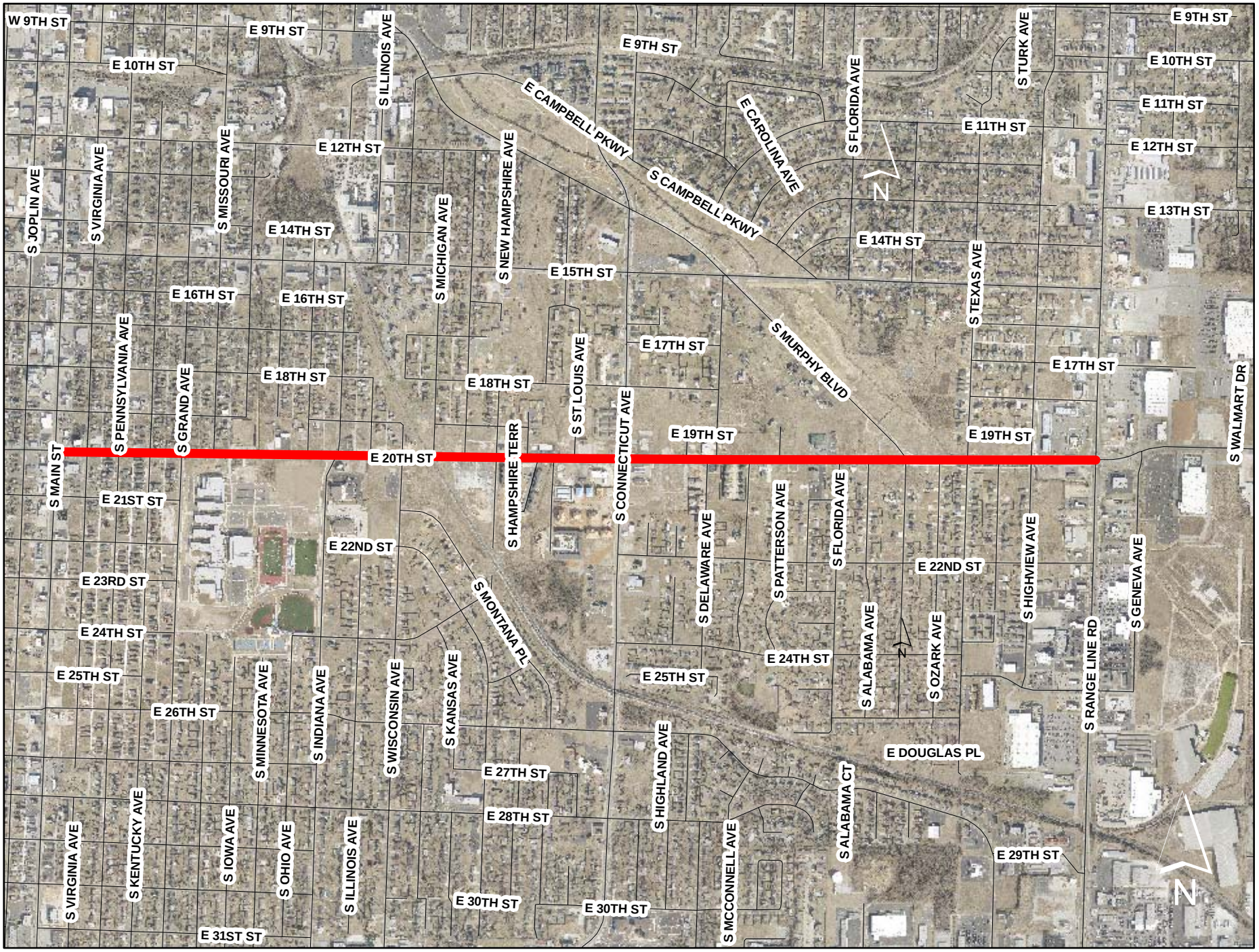
_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017
Council Bill No. 2017-127

Item: Agreement with Empire District a Liberty Utilities Company in the amount of $30,000.00 for the electric line relocation at 32nd Street and Central City Road.

Originating Department: Public Works

Attachments: 1) Map
2) Contract
3) Council Bill No. 2017-127

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

Recommended Action: Approval of an agreement with Empire District a Liberty Utilities Company for the electric line relocation for the round-about at Central City Road and 32nd St.

Background: With favorable bids on previous projects funded through the Economic Development Administration, funding was made available and approved by EDA to construct an intersection improvement at 32nd Street and Central City Road. In July of 2016 the council approved the design and construction of the improved intersection at 32nd and Central City Road. The funding for the intersection work is through the EDA.

Discussion: Attached is the proposed agreement between the City of Joplin and Empire District a Liberty Utilities Company. In order to make improvements to 32nd and Central City Road it will be necessary to relocate the electric line for the round-about. The total cost of the work required for the electric line relocation is $30,000.00. This utility relocation work is not eligible for EDA Funds and will be paid by the City Capital Improvement Sales Tax fund. In August of 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd Street from Schifferdecker Avenue to Central City Road.

Recommendation: It is recommended that the proposed agreement with Empire District a Liberty Utilities Company for the line relocation for the round-about at 32nd & Central City Road be approved. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

COUNCIL BILL NO. 2017-127 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $30,000.00 (Thirty Thousand and no/100 Dollars) for the line relocation for the round-about at 32nd & Central City Road and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter an agreement with Empire District a Liberty Utilities Company in the amount of $30,000.00 (Thirty Thousand and no/100 Dollars) for the line relocation for the round-about at 32nd & Central City Road.

Section 2. Upon the final approval and acceptance of the contractor's work in substantial conformance with said agreement in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Capital Improvements Sales Tax Fund, account number 145-4565-520-8650.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

Section 4. Project will be paid from the Capital Improvement Sales Tax Fund.

Section 5. City Council hereby approves the agreement in the same or substantially similar form.

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

_____, 2017, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT
BETWEEN
CITY OF JOPLIN AND EMPIRE DISTRICT A LIBERTY UILITIES COMPANY

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: EMPIRE DISTRICT A LIBERTY UTILITIES COMPANY Address: 602 Joplin Avenue Joplin, MO 64801	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

Relocation of electric line relocation for the round-about at Central City Road and 32nd Street

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 within length of contract from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

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

d. 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.

e. 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.

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

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

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

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

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

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

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

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

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

6. 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.

7. 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, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $__0.00__ 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.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

14. Payment. The City will pay the Contractor the contract amount of $30,000 in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

a. This Contract

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 Thirty Thousand and no/100 Dollars ($30,000.00) dollars, said amount being subject to any approved addenda or change order.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

19. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the

requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

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

24. 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.

25. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

26. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____
David Hertzberg, Public Works Director

_____
Peter Edwards, City Attorney


W ACORN DR
S CENTRAL CITY RD
S JOHN DUFFY DR
S ALFALFA RD
S WOODLAND DR
W 32ND ST
W 33RD ST
W ANNELISE LN
S STONEBROOK CT
W 34TH PL
N

EMPIRE DISTRICT - A Liberty Utilities Company

This AGREEMENT, entered into this day of 3/31/17

between City of Joplin

Billing Address: 602 S MAIN AVE JOPLIN MO 64801

hereinafter called the Customer, and Empire District - A Liberty Utilities Company, hereinafter sometimes called the Company, witnesseth:

(1) The Customer hereby requests the Company to perform the following described work:

Line relocation for the round-about at Central City Road and 32nd St in Joplin. Estimated costs are $30,000 but will be billed on actual cost.

Date Service Requested: 3/31/17

SEC./TN./RG.: _____ / _____ / _____

WORK LOCATION: Intersection of Central City Rd and 32nd Street Joplin M

(2) The Company agrees to complete the work as described above for the sum of $0.00

within a reasonable period of time, and the Customer agrees to pay such sum to Empire District - A Liberty Utilities Company as compensation for such work upon receipt of an invoice therefore from the Company.

_____**(Please sign)**

_____**(Please print)**

EMPIRE DISTRICT - A Liberty Utilities Company

By: Jacob Bradley
Cust Tkn: 26122
WO No.: 753373
Account : 143.100

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017
Council Bill No. 2017-128

Item: Construction of an Improvement at the Intersection of 32nd Street and Central City Road.

Originating Department: Public Works

Attachments: 1) Bid tab
2) Location Map
3) Council Bill No. 2017-128

Planning and Development: Troy Bolander	Date:
Department Head: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of a construction contract with Emery Sapp & Sons for $1,244,568.87 for the 32nd Street and Central City Road Project funded through EDA.

Background: With favorable bids on previous projects funded through the Economic Development Administration, funding was made available and approved by EDA to construct an intersection improvement at 32nd Street and Central City Road. In 2016 the council approved the design and construction of the improved intersection at 32nd and Central City Road. This project was made possible to meet EDA's timeline when the property owners in the area donated land for the improvements so the intersection can be improved for better traffic flow. Additionally, one property owner has an agreement with the city to maintain plantings in the center of the roundabout with review and approval of the city so it could be more attractive than most roundabouts.

Discussion: City staff followed the City of Joplin procurement policy, which was approved by EDA. Bids were opened on April 5, 2017 with 6 firms bidding. Emery Sapp & Sons provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts signed and weather permits.

Recommendation: City staff recommends approval of the construction contract with Emery Sapp & Sons for $1,244,568.87, pending final EDA approval, for the improvement of the intersection of 32nd St. and Central City Road funded through the EDA Infrastructure

Grant Award be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

BID TABULATION

PROJECT: 32nd & Central City Roundabout
DATE OF BID OPENING: April 5, 2017

CONTRACTOR	BID
Emery Sapp & Sons	$1,244,568.87
Dalton-Killinger	$1,284,374.12
Sprouls Construction	$1,493,534.60
Jeff Asbell Excavating	$1,258,637.49
Hunter Chase & Associates	$1,338,452.57
Engineering Estimate	$1,496,144.30


W ACORN DR
S CENTRAL CITY RD
S JOHN DUFFY DR
S ALFALFA RD
S WOODLAND DR
W 32ND ST
W 33RD ST
W ANNELISE LN
S STONEBROOK CT
W 34TH PL
N

COUNCIL BILL NO. 2017- 128 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a contract with Emery Sapp & Sons in the amount of One Million Two Hundred Forty Four Thousand Five Hundred Sixty Eight and 87/100 Dollars (1,244,568.87) for the 32nd Street and Central City Road Intersection Improvement Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into a contract with Emery Sapp & Sons in the amount of One Million Two Hundred Forty Four Thousand Five Hundred Sixty Eight and 87/100 Dollars (1,244,568.87) for 32nd Street and Central City Road Intersection Improvement Project.

Section 2. Upon the final approval and acceptance of the contractor's work in substantial conformance with said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, said contractors shall be paid from the EDA Fund.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

Section 4. Project will be paid from the EDA Fund.

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

_____, 2017, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017
Council Bill No. 2017-129
Item: Award of Construction Contract for the W. 12th Street and Harmony Heights Public Sewer Line Replacement Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2017-129

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

Recommended Action: Approval of a Construction Contract with Jeff Asbell Excavating and Trucking, Inc., in the amount of $627,621.00 for the W. 12th Street and Harmony Heights Public Sewer Line Replacement project funded by the CDBG-DR-II grant.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan." On August 4, 2014 Allgeier Martin and Associates was awarded a consulting contract to evaluate the sewer system and prepare plans and bid documents for projects that include reconstruction of the sanitary sewer system within the recovery area.

Discussion: The project was advertised in accordance with the City of Joplin's procurement policies. Bids from 3 contractors were opened on February 24, 2017; Jeff Asbell Excavating and Trucking, Inc., was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. The project generally consists of replacing deteriorated 15" pipe with new 18" pipe along Iowa Avenue, between 14th and 20th Streets. Additionally, the sanitary sewer in 20th Street is being relocated to the south side of the street, from Iowa Ave. eastward to Indiana Ave. This is being done to lower future maintenance costs, improve the safety of those performing maintenance, and to reduce the burden to the City and its tax payers for costs and nuisances associated with manhole lids in driving lanes.

Recommendation: Staff recommends approval of a Construction Contract with Jeff Asbell Excavating and Trucking, Inc., in the amount of $627,621.00 for the W. 12th Street and Harmony Heights Public Sewer Line Replacement Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2017-129 ORDINANCE NO.

AN ORDINANCE approving the contract with Jeff Asbell Excavating and Trucking, Inc. in the amount of Six Hundred Twenty-Seven Thousand, Six Hundred Twenty-One and 00/100 DOLLARS ($627,621.00) for the W. 12th Street and Harmony Heights Public Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded with Jeff Asbell Excavating and Trucking, Inc. in the amount of Six Hundred Twenty-Seven Thousand, Six Hundred Twenty-One and 00/100 DOLLARS ($627,621.00) for the W. 12th Street and Harmony Heights Public Sewer Line Replacement Project in the City of Joplin, Missouri

Section 2. Upon the final approval and acceptance of the contractor's work and in substantial conformance with said contract, in writing by the Director of Public Works and their certification to that effect to the Director of Finance, the contractor shall be paid $627,621.00 from the Community Development Block Grant Fund, Account Number 415-4542-540-8680 Project GFCDII.

Section 3. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Jeff Asbell Excavating and Trucking, Inc.

Section 6. 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.

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

_____, 2017, by a _____ vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: W. 12th St. & Harmony Heights Public Sewer Line Replacement
DATE OF BID OPENING: February 24 , 2017

CONTRACTOR	BID
Jeff Asbell Excavating	$627,621.00
Neal's Construction	$678,348.00
Southard Construction	$759,401.14
Engineering Estimate	$853,000.00


EXISTING
SEWER LINE
15th STREET
16th STREET
17th STREET
18th STREET
19th STREET
20th STREET
GRAND AVENUE
IOWA AVENUE
INDIANA AVENUE
SAN
EXISTING
SEWER LINE
PROPOSED
SEWER LINE
WEST 12th STREET AND
HARMONY HEIGHTS PUBLIC
SEWER LINE REPLACEMENT
North
N.T.S.

INTERVIEW SCORES – POSSIBLE 45 POINTS

FIRM	Interviewer #1	Interviewer #2	Interviewer #3	Interviewer #4	Interviewer #5	Average Score
AECOM	35	38	39	37	39	37.6
ICF	24	29	25	33	31	28.4
PWC	**41**	**43**	**44**	**42**	**40**	**42**

CITY	CONSULTANT
CITY OFJOPLIN 602 S. MAIN STREET JOPLIN, MO 64801	Name: PricewaterhouseCoopers Public Sector LLP Address: 1800 Tysons Blvd, 6th Floor McLean, VA 22102
Attention: Troy Bolander, Director	Attention: Riz Shah, Principal
Department: Planning, Development and Neighborhood Services	Phone: 202-412-5066 | Fax: 703-918-3100
Phone: 417-624-0820, ext 510 | Fax: 417-625-4738	

MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES

THIS AGREEMENT, made and entered into this_____day of_____2016, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin ("City" or "Client") has been awarded funds two U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (CDBG-DR grant) awards. In 2012 the City received $45,266,709 as authorized in Public Law 112-55 and in 2013 received $113,276,000 as authorized in Public Law 113-2; and

WHEREAS, The Appropriations Act requires that the Department of Housing and Urban Development (HUD) and City policy dictate the obligation of all funds no later than September 30, 2017; and

WHEREAS, all funds are required to be expended within two (2) years of the date of obligation; and

WHEREAS, the City of Joplin, as grantee, shall administer its award directly, in compliance with all applicable laws and regulations, shall be financially accountable for the use of all funds provided and may contract for administrative support to assist the City Staff in managing the program of expending the appropriated funds; and

WHEREAS, the Appropriations Act allows up to five {5%) percent of the grant for general administration, which is inclusive of both City staff administrative costs and consultant administrative costs; and

WHEREAS, the City of Joplin desires to engage ("the Consultant") to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Consultant made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Consultant represents Consultant is licensed by the State of Missouri to perform the services identified in each *Work* Authorization;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Consultant as follows:

1 Services. The City agrees to engage the services of the Consultant and the Consultant agrees, upon receipt of each duly executed Work Authorization, to perform the services described in Exhibit A of the Work Authorization. The services of the Consultant shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be under taken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all 1ervices set forth and attached hereto as *Exhibit A* of any executed Work Authorization. The services provided by the Consultant (the 5ervices") hereunder may include advice and recommendations, but "THE CONSULTANT" will not make any decisions on behalf of Client in connection with the implementation of such advice and recommendations. The Client represents and warrants that it has the power and authority to 1xecute this agreement on behalf of, and to bind, itself and its related entities.

2. Term. The services of the Consultant shall commence as soon as practicable after the execution of this Agreement, 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 Agreement, 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*** of any executed Work Authorization.

3. Payment. Client will compensate "THE CONSULTANT" under the terms in the applicable Work Authorization for the Services performed under the terms of each Work Authorization.

4. Deliverables.

a) "THE CONSULTANT" has rights in, and may, in connection with the performance of the Services, use, create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property (collectively, the ""THE CONSULTANT" Technology").

b) Upon full payment to "THE CONSULTANT" under the applicable Work Authorization, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in such Work Authorization (the "Deliverables") shall become the property of Client, and (ii) "THE CONSULTANT" hereby grants Client a royalty-free, fully paid-up, worldwide, nonexclusive license to use the "THE CONSULTANT" Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, "THE CONSULTANT" or its licensors retain all rights in and to all "THE CONSULTANT" Technology.

c) To the extent any "THE CONSULTANT" Technology provided to Client hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such "THE CONSULTANT" Technology is licensed to Client by "THE CONSULTANT" as agent for "the Consultant" on the terms and conditions contained herein. The rights granted in this Section 4 do not apply to any "THE CONSULTANT" Technology that is subject to a separate license agreement between Client and any third party (including "THE CONSULTANT"'s affiliates).

5. Professional Standards. The Services will be performed in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA).

6. Exchange of Data. All information, data, and reports as are in the City, or their subcontractor's, possession and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

7. Personnel/Sub-contractor. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or sub-contractors of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Client hereby consents to "THE CONSULTANT" subcontracting or assigning any portion of the Services to (i) "an Example Company LLC", or (ii) any affiliate or related entity, whether located within or outside the United States. Services performed hereunder by "THE CONSULTANT"'s subcontractors shall be invoiced as professional fees on the same basis as Services performed by "THE CONSULTANT"'s personnel, unless otherwise agreed.

8. Termination of Contract. Either party may terminate this Agreement or any or all Work Authorizations without cause by giving thirty (30) days' prior written notice to the other party. If either party terminates the Agreement without cause, but does not terminate all of the then-existing Work Authorizations, this Agreement shall continue to apply to such non-terminated Work Authorizations. If either party terminates a Work Authorization without cause, this Agreement shall continue to apply to all Work Authorizations that have not been terminated. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by "THE CONSULTANT" under this contract shall at the option of the Client become its property; provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind.

9. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed

under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

10. Assignment. Neither party shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the other party thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from a Work Authorization or to terminate the same, in each case as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement, though City will attempt to so notify any such assignee.

11. Confidentiality of Documents.

a) All Services and Deliverables shall be solely for Client's benefit, and are not intended to be relied upon by any person or entity other than Client. Client shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in the applicable Work Authorization, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence, or (iii) as otherwise required by law. The parties recognize and agree that the Client, City of Joplin, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). Client, however, may create its own materials based on the content of such Services and Deliverables and use and disclose such Client-created materials for external purposes, provided that, Client does not in any way, expressly or by implication, attribute such materials to “THE CONSULTANT” or its subcontractors.

b) To the extent that, in connection with an applicable Work Authorization, either party needs to communicate confidential information to the other party that the disclosing party feels necessitates confidentiality obligations to cover the confidential information, the parties agree to work in good faith to negotiate confidentiality obligations as part of the applicable Work Authorization or to execute a separate non-disclosure agreement specific to the exchange of such confidential information under the applicable Work Authorization.

12. Discrimination. The Consultant agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-l.4(a)(7), 29 C.F.R. Part 471,Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41C.F.R. § 60-741.5(a), if applicable.

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

b. This Consultant 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.

13. Compliance with Laws. Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by Consultant is current.

14. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

15. Nonresident/Foreign Contractors. The Consultant shall procure and maintain during the life of this Agreement:

a. If the Consultant 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 351.572 RSMo.

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.

16. City Benefits. The Consultant 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.

17. Liability and Indemnity.

a) Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this Agreement, any Work Authorization or the Services ("Claims") for an aggregate amount exceeding Three Million Dollars ($3,000,000.00), except to the extent resulting from the recklessness, bad faith, or intentional misconduct of "THE CONSULTANT" or its subcontractors, in which case the aforementioned limit of liability shall not apply. Except for claims subject to indemnification hereunder or resulting from Client's use of "THE CONSULTANT" Technology in violation of Section 4, in no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of each party bears to all other conduct giving rise to such Claim.

b) "THE CONSULTANT" shall indemnify, defend and hold harmless Client and its personnel from all Claims attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of "THE CONSULTANT" while engaged in the performance of the Services.

"THE CONSULTANT" shall indemnify, defend, and hold harmless Client and its personnel from all Claims attributable to the claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known to "THE CONSULTANT" or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by "THE CONSULTANT" or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by "THE CONSULTANT", (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by "THE CONSULTANT". If Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, "THE CONSULTANT", at its option and expense, shall have the right to (x) procure for Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by "THE CONSULTANT", the replacement or modified Deliverable is capable of performing substantially the same function. In the event "THE CONSULTANT" cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, "THE CONSULTANT" may require Client to cease use of such Deliverable and refund the professional fees paid to "THE CONSULTANT" with respect to the Services giving rise to such Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of "THE CONSULTANT", relating to a claim that any of "THE CONSULTANT"'s Deliverables infringes any patent, copyright or other intellectual property right of a third party.

c) Client shall indemnify and hold harmless "THE CONSULTANT", its subsidiaries and subcontractors, and their respective personnel from all Claims attributable to the claims of third parties solely for bodily injury, death, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of Client while "THE CONSULTANT" is engaged in the performance of the Services.

d) As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be

entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

18. Jurisdiction. This Agreement, each Work Authorization, including attachments and all matters relating to the Services shall be governed by, and construed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or the U.S. District Court, Western District of Missouri.

19. Entire Agreement. This Agreement, and the Work Authorizations, including attachments, constitute the entire agreement between the parties with respect to this subject matter; supersede all other oral and written representations, understandings, or agreements relating to this subject matter; and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between this Agreement and any Work Authorization, these terms shall control. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addresses set forth in the applicable Work Authorization, unless changed by either party by notice to the other party; and (c) effective upon receipt.

20. Miscellaneous.

a. Substantial and meaningful involvement of management of the City is critical to the success of each engagement. The City will be responsible for ensuring that the identified City personnel actively participate in both the planning and execution of any Work Authorization. The planning and execution, including timely decision making, of any Work Authorization. "THE CONSULTANT" agrees to be responsible for providing management oversight of its performance under this Agreement and each Work Authorization.

b. The services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.

c. The City is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.

d. Consultant will not be responsible for the accuracy or completeness of any data made available to Consultant through any third-party tool, database, or software application. The City further acknowledges and agrees that Consultant will have no responsibility for evaluating the functionality of such third-party tool, database, or software application, nor for any results obtained by Consultant through the use of such third-party tool, database, or software application.

e. This is a services engagement. Except as specifically provided herein, **"THE CONSULTANT" DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

f. Consultant is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of Consultant, the "Other PwC Firms"). Consultant may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms and/or third party contractors and subcontractors, within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. The City agrees that Consultant may provide information Consultant receives in connection with this Agreement to the PwC Subcontractors for such purposes. Consultant will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. Client agrees to bring any claim or other legal proceeding of any nature arising from the Services against Consultant and not against Consultant's respective partners, principals or employees or the PwC Subcontractors.

g. The parties agree that Consultant may rely on the information and documents provided by the City and/or produced by prior contractors but is only responsible for the services and deliverables provided by Consultant after the effective date of this agreement.

21. Client Responsibilities. Each party shall cooperate with the other in the performance of the Services. Client will provide "THE CONSULTANT" with reasonable facilities and timely access to data, information, and personnel of Client. With respect to the data and information provided by Client to "THE CONSULTANT" or its subcontractors for the performance of the Services, Client shall have all rights required to provide such data and information, and shall do so only in accordance with

applicable law and with any procedures agreed upon in writing. Client shall be solely responsible for, among other things (a) the performance of its personnel and agents;

(b) the accuracy and completeness of all data and information provided to "THE CONSULTANT" for purposes of the performance of the Services;

(c) making all management decisions, performing all management functions, and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services;

(f) accepting responsibility for the results of the Services; (g) establishing and maintaining internal controls, including monitoring ongoing activities; (h) timely decision making and funding of Work Authorizations.

22. Force Majeure. Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority

23. Limitation on Actions. Any action or cause of action brought under this agreement or any Work Authorization must be brought within the timeframe permitted by the applicable statute of limitations, but in no event more than seven (7) years from the date the cause of action accrued.

24. Independent Agent. Each party hereto is independent of each other and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

25. Survival and Interpretation. All provisions that are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of such performance. No affiliated or related entity of "THE CONSULTANT", or such entity's personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this Agreement or any Work Authorization. Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation."

26. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITIED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT, ANY WORK AUTHORIZATION OR THE SERVICES.

27. Non-exclusivity. "THE CONSULTANT" may (a) provide any services to any person or entity, and (b) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that "THE CONSULTANT" complies with its obligations of confidentiality set forth hereunder.

28. Non-solicitation. During the term of any Work Authorization and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party in the course of such engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

29. Reports and Information. For purposes of Sections 30-33 of this Agreement, the "Contract" shall mean this Agreement, and the "Administrator" shall mean the Consultant. The Administrator, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

30. Records and Audits. The Administrator shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any

authorized representative, and will be retained for three years after the expiration of this Contract.

31. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.

32. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that "THE CONSULTANT" 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 CONSULTANT" will retain sole and absolute discretion in the judgment of the manner and means of carrying out "THE CONSULTANT"'s activities and responsibilities hereunder. "THE CONSULTANT" agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between "THE CONSULTANT" and the City, and the City will not be liable for any obligation incurred by "THE CONSULTANT", including but not limited to unpaid minimum wages and/or overtime premiums.

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

a) The Administrator will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, 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 Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Administrator will, in all solicitation or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Administrator 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.

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

f) In the event of the Administrator's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Administrator may be declared ineligible for further Government 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.

g) The Administrator will include 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Administrator may request the United States Government to enter into such litigation to protect the interests of the United States.

h) 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.

i) 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, shall also apply to any such program or activity.

j) **Affirmative Action for Handicapped Workers**

a. The Administrator 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 Administrator 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 Administrator 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 Administrator'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 Administrator 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 Administrator 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 Administrator 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 Administrator 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.

k) 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.

l) 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.

m) Authorized Employees. Consultant 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. Consultant 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.

n) Interest of Administrator and Employees. The Administrator covenants that he 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 Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Add scope and proposed fee structure.

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

EXHIBIT 1- SCOPE OF SERVICES for Administrative Services Agreement

Consultant may be engaged, pursuant to duly executed Work Authorizations to provide any or all of the following services:

Task Overview
1. Program administration
Tasks associated with the administration of the Round 1 and Round 2 CDBG-DR funding that includes tasks such as status reporting, DRGR reporting, financial reconciliations, establishing and maintaining the project reporting dashboard, and engagement management
2. Program compliance
Tasks associated with federal, state, and local compliance at a program level for the two grants, such as policies, procedures, tools and templates, monitoring plan, HUD audit preparation and support, and program close-out
3. Capital planning and programming
Tasks associated with planning projects and activities under the two grants including capital planning and reprogramming, project execution plan development, project selection and portfolio optimization, integrated master schedule updates, and Action Plan development and amendments
4. Project execution
Tasks associated with the delivery of projects and programs under the two grants including application intake and processing, project execution support and plan updates, cost validation and estimating, project scheduling, project oversight and monitoring of procurement, design and construction, project stakeholder meetings, project compliance, project payment application/invoice reviews and reporting, and project close-out
5. Additional support
Additional specialized consulting and technical support as requested by the City

A detailed listing of tasks that consultant may be engaged to execute are detailed in the pages that follow:

List of potential tasks
1. Program administration tasks
▪ Develop and update program charters, timelines, goals, metrics and deliverables ▪ Develop engagement project plan and provide regular reporting on the engagement status ▪ Prepare reports/documentation related to CDBG-DR funded projects for City Council or other meetings as requested ▪ Attend briefing meetings to discuss key program developments with City Partners ▪ Develop meeting minutes for certain meetings attended with City CDBG-DR stakeholders as requested ▪ Develop and maintain a project reporting dashboard ▪ Provide key cost/schedule and project health information to the City utilizing the project reporting dashboard ▪ Develop a plan for required stakeholder vetting, public outreach and vendor awareness/guidance ▪ Develop documentation in preparation for City Council Approval ▪ Assist in developing DRGR system reporting requirements, policies, and procedures. Structure project information in a format to upload to DRGR.
2. Program compliance tasks
▪ Develop or update Oversight and Monitoring Plan and Risk Management Plan ▪ Develop and/or update policies and procedures as needed ▪ Perform regular risk assessment, mitigation, and status tracking to close-out any identified issues and risks ▪ Provide training to City staff and vendors on CDBG-DR compliance related issues ▪ Develop or update a compliance review methodology for desk reviews and on-site reviews of CDBG-DR funded projects ▪ Develop written and verbal briefings on CDBG-DR compliance requirements ▪ Assist in HUD or other State audit visits, including preparation, attendance in meetings, presenting information, and responding to comments ▪ Develop and maintain a dashboard providing information on CDBG-DR compliance ▪ Develop document management system for both hard copy and electronic files
3. Capital planning & programming tasks

- Develop and detail program costs for planning and budgeting purposes
- Develop and update integrated master schedule covering all key activities from action plan development, capital planning, definition, procurement, design, construction, execution through to close-out
- Develop CDBG-funded program wide infrastructure program schedule
- Integrating public comment into project definition and planning documents
- Develop and maintain infrastructure-program wide capital plans and budgets for plans, approvals, and contract evaluations
- Develop project concept and objectives for planning and stakeholder input purposes
- Develop Project Execution Plans (PEPs) for new projects
- Develop project prioritization and scoring criteria
- Develop and update capital plan including procedures for reprogramming dollars when necessary
- Develop Action Plan documents and inputs in line with program requirements
- Support City in seeking Public Comment on infrastructure project concepts/schemes; assist in responding to queries; consider public input into project planning documents
- Monitor council review, assist in presentation for approval as needed
- Monitor reviews of Action Plans by HUD and assist in follow up

4. Project Execution tasks

- Review of independent estimates at each project phase (action plan, procurement, design completion, start of construction)
- Perform regular compliance reviews of CDBG-DR funded projects. Develop monthly compliance reports indicating the compliance status of each project and any known issues/risks
- Identify technical, commercial, financial and regulatory risks for probability and likelihood of impact on project performance
- Input and manage project cost and schedule data using industry standard software (MS Project, Oracle Primavera, GIS, etc.)
- Perform independent oversight of project health/performance (milestones, earned value, SPI, CPI) through continuous assessment of project data
- Maintain project specific information dossiers (PEPs) that compile relevant technical, commercial, financial, resource, and risk information
- Develop contract work package planning and execution strategy
- Standardize recording of all scope/cost/schedule changes and risk/issue triggers
- Provide execution assistance for each project, roles and level of effort defined by PEPs
- Assist in the procurement process for design and construction vendors including defining scope, preparing documents, drafting public announcements, checking for HUD compliance, documenting bid opening and evaluations, attending pre-construction meetings, and drafting notice to proceed
- Assist with environmental reviews as needed including corresponding with State/Federal agencies, responding to comments, including suggestions, and monitoring HUD review and approval
- Assist with the monitoring of design progress including coordinating review meetings, and documenting progress
- Monitor construction progress (cost and schedule) including reviewing vendor invoices and supporting documentation, change orders, coordinating inspections, and assisting with punchlist and vendor closeout
- Manage required documentation for all projects funded by both grants in the document control and management system
- Detail plan for execution of project close-out (plan, documents, register, approvals timetable)

5. Additional support

- Additional specialized consulting and technical support as requested by the City

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017

Item: An agreement between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC).
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Council Bill No. 2017-367
2) Master Agreement with Exhibit 1 and Work Authorization PWC-DR1-2-ADM-1 with Exhibit A.
3) Interview Score Sheet

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

Recommended Action: Approval of Council Bill No. 2017-367

INTRODUCTION:

The following Council Bill approves an agreement between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC). PwC will provide administrative services to the city's Community Development Block Grant Disaster Recovery (CDBG-DR) program. The recovery program is funded by two CDBG-DR grants that were awarded by the federal Department of Housing and Urban Development (HUD). The first award by HUD includes $45,266,709 in disaster recovery assistance received in 2012. The second award by HUD includes $113,276,000 in disaster recovery assistance received in 2013.

The attached agreement is the result of a Request For Proposal (RFP) process that was conducted by a five member selection committee comprised of city staff including the Assistant Public Works Director, Finance Director, Planning-Development-Neighborhood Services Director, Assistant Planning-Development-Neighborhood Services Director and CDBG-DR Program Manager. Proposals were received by eight firms and scored independently by the selection committee. The top three firms were interviewed and ranked based on the combination of their written proposals and personal interviews. A unanimous decision was reached by the selection committee and negotiations commenced which resulted in the attached proposed agreement with PwC.

DISCUSSION:

Due to the strict expenditure timelines HUD has placed on the second grant award, the city believes it is in its best interest to manage the projects, timelines and PwC by issuance of individual work authorizations. This is the same process we are using with the current vender. Each individual work authorization will define the project, provide a scope of work and identify PwC's administrative cost.

The attachments in Council Bill No. 2017-367 include:

MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES – The "principal" agreement that defines the relationship between the city and PwC. It explains that the city will notify PwC of when and what type of services will be provided through individual executed work authorizations.

EXHIBIT 1 – SCOPE OF SERVICES for Administrative Services Agreement – Attachment to the "MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES". The agreement lists and defines all of the services that PwC will provide to help the city develop, implement, manage and closeout projects funded with CDBG-DR assistance.

WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-1 TO MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES – The first work authorization. The agreement authorizes PwC to begin providing services for projects that were previously approved by council and funded with CDBG-DR assistance.

EXHIBIT A – WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-1 - Attachment to "WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-1 TO MASTER AGREEMENT FOR PROFESSIONAL ADMINSTRATIVE SUPPORT SERVICES". Defines the "specific" services that PwC will provide for projects approved by Council. Included in the Exhibit is PwC's costs and hourly rates to administer the project(s).

RECOMMENDATION:

Since this council bill relates to public improvements, staff recommends that this council bill be approved as an emergency ordinance under Section 2.12, subsection (6) in the Home Rule Charter.

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: PricewaterhouseCooper LLP Address: 1790 Pennsylvania Avenue WASHINGTON, DC 20006	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Riz Shah, Prinicipal	
Department: Planning Development & Neighborhood Services		Phone: 202-730-4242	Fax:
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-1
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated _____incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between PricewaterhouseCooper LLP ("PWC") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated April 17, 2017 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services**. The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

4. **Costs not to Exceed**. The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of 7the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**. Client will compensate PWC under the terms in Exhibit A for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 1 exceed the sum of $449,880.00.

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty

(30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty-two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

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

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

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

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

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

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

REVIEWED FOR APPROVAL

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, Interim City Attorney

PRICEWATERHOUSECOOPER LLP

By: _____

Printed Name: _____ _____

Title: _____ _____

Date: _____

CITY OF JOPLIN

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-1

1. General:
The Scope of Services identified in this Work Authorization are associated with the Fourth through Eighth Partial Action Plans.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than June 30, 2017 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services and Budget for Proposed Work Authorization Number 1:

City of Joplin: Work Authorzation (WA) #1

Task		Description	Admin	Planning	Project Delivery	Total
1.0	Program Administration	Establish reporting format and schedule, assess current DRGR reporting and financial reconciliations, assess dashboard inputs	$ 32,000	$ -	$ -	$ 32,000
2.0	Program Compliance	Assess Current policies, procedures, tools, templates and monitoring plans, identify gaps, and update as required	$ 25,200	$ -	$ -	$ 25,200
3.0	Capital Planning & Programming	Assess Program schedule, project sequencing, viability of current IMS, update program plan, confirm timing with construction vendors and Public Works, and establish revised baseline	$ -	$ 162,800	$ -	$ 162,800
4.0	Project Execution	Review individual project cost, schedule, documentation, status, and oversight. Identify risks and gaps in current state and update project execution plans (PEPs). In addition, continue with the execution of critical project milestones as identified, and continue with project level compliance	$ -	$ -	$ 171,200	$ 171,200
	Total Fees		$ 57,200	$ 162,800	$ 171,200	$ 391,200
	Expenses					$ 58,680
	WA#1 Total					$ 449,880

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs. The majority of the tasks proposed under this Work Authorization are anticipated to be Planning specific.

5. Payment/Fee Schedule:

Role	Hourly Rate
Principal	$230
Director	$210
Manager	$190
Senior Associate	$165
Associate	$145
Analyst	$110

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, PWC may suspend or termination the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for PWC's personnel or on PWC's income or property.

   Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
   - Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

AGREED AND ACCEPTED:

DATE: _____

PricewaterhouseCooper LLP

BY: _____

NAME:
TITLE:

City of Joplin

BY: _____

NAME:
TITLE:

COUNCIL BILL NO. 2017-367 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with PricewaterhouseCoopers Public Sector LLP to provide administrative services related to the 2012 and 2013 Community Development Block Grant- Disaster Recovery Awards, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

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

WHEREAS, the U. S. Department of Housing and Urban Development provides assistance to communities that experience an extreme disaster; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 and $113,276,000 in Community Development Block Grant Disaster Recovery Assistance under Public Law 113-2 from the U. S. Department of Housing and Urban Development to aid in the City's recovery.

WHEREAS, the City of Joplin is desirous of entering into an agreement with a firm to help the City manage the awards from the U. S. Department of Housing and Urban Development.

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

Section 1. That the City enter into an Agreement, attached hereto as "MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES", with PricewaterhouseCoopers Public Sector LLP to provide administrative services related to the 2012 and 2013 Community Development Block Grant- Disaster Recovery Assistance Awards received by the U.S. Department of Housing and Urban Development.

Section 2. That PricewaterhouseCoopers Public Sector LLP will render certain technical and professional services as described in and attached hereto as Exhibit 1 under the agreement.

Section 3. That the City will engage the services of PricewaterhouseCoopers Public Sector LLP through the execution of work orders.

Section 4. That the first work order be executed as described in Work Authorization PWC-DR1-2-ADM-1 attached hereto as Exhibit A.

Section 5. 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(s), or agreement(s) substantially similar in form, for and on behalf of the City of Joplin.

Section 6. This Ordinance is an emergency within the meaning of Section 2.2 (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.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2017, by a vote of _____.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CDBG-DR MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF JOPLIN
AND THE
INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF JOPLIN, MISSOURI

THIS MEMORANDUM OF AGREEMENT (MOA) entered this ____ day of March, 2017 by and between the City of Joplin (herein called "The City") and the Industrial Development Authority of the City of Joplin, Missouri DUNS# 079393283 (herein called "JIDA").

WHEREAS, the City has applied for and received funds from the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2011, Public Law 112-55, Federal Award ID # B-12-MT-29-0001; and

WHEREAS, the City intends to allocate $4,959,000 of Disaster Recovery funds to improve infrastructure within the JIDA owned Crossroads Industrial Park; and

WHEREAS, the City must meet the CDBG-DR national objective of Low-Moderate Income – Job Creation; and

WHEREAS, the City wishes to engage JIDA to assist the City in creating jobs to boost the City's economy; and

WHEREAS, JIDA will create a minimum of 100 permanent jobs on a full-time equivalent basis, of which at least 51% (51 jobs) will be held by Low to Moderate Income (LMI) individuals, within one (1) year of the completion date of the infrastructure being built; and

WHEREAS, JIDA will adhere to the project compliance requirements as outlined in section I. B. of this MOA;

WHEREAS, in the event that the JIDA has failed to create the jobs made part of this MOA, and HUD has requested return of all or portion of the $4,959,000 of Disaster Recovery funds, the City of Joplin has the right to perform reasonable remedial actions determined appropriate by the City, which may include, but are not limited to:

1. The repayment or reimbursement to the City of the CDBG-DR funds invested by the City for the design and construction of the improvements within the JIDA owned industrial park;
2. Reasonable or other actions the City deems appropriate.

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

I. SCOPE OF PROJECT

A. Activities

The Industrial Development Authority of the City of Joplin, Missouri (JIDA) will be responsible for creating jobs as a part of a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant in a manner satisfactory to the City. Such program will include the following

activities eligible under the Community Development Block Grant, Disaster Recovery program:

Program Delivery
Activity: Funds invested by the City will used for the design and construction of necessary infrastructure improvements within the Industrial Park, including roadways, sewer improvements and associated lift stations. A traffic impact study for the entire Crossroads Industrial Park has been performed to ensure that future street construction will not negatively impact the surrounding roadways. Negotiation and acquisition of easements as determined necessary to accommodate construction of various sanitary sewer improvements within the project area and assisting with the annexation of the easements to the City of Joplin as determined necessary to utilize the grant funds. This new infrastructure will provide access to LMI jobs being generated in the Industrial Park and will facilitate business, commercial and economic growth within the City of Joplin.

General Administration
JIDA will maintain program records documenting quantity of jobs created and made available to LMI persons and financial information on the individuals who received those jobs when required by the City.

JIDA shall provide the City with a resolution from its governing board accepting the terms, conditions and obligations of this MOA, and directing its duly authorized representative to execute the MOA on behalf of the JIDA; said resolution to be attached to this MOA and identified as Exhibit A.

B. Project Compliance Requirements

Due to these improvements to the JIDA owned property, JIDA will benefit through the development of the necessary infrastructure to attract and retain businesses within the Crossroads Industrial Park in the City of Joplin, Missouri. Accordingly JIDA is aware of and agrees to adhere and comply with the following requirements, including but not limited to:

1. Ensuring that the Crossroads Industrial Park as a whole will create a minimum of 100 permanent jobs on a full-time equivalent basis, of which at least 51% (51 jobs) will be held by Low to Moderate Income (LMI) individuals, within one (1) year of the completion date of the infrastructure being built.
2. Maintain proper financial and program administration records related to the management of Project as identified by the City (i.e., number of jobs created and made available to LMI persons financial data for individuals who received those jobs).
3. JIDA will maintain and provide to the City a listing by job title of the permanent jobs filled and which jobs were initially held by LMI individuals. For each LMI individual hired, JIDA will maintain and provide to the City information on the household size and annual income of the household prior to the time the individual was hired for the job.
4. JIDA will use the approved self-certification form used for Crossroads Phase I and will also be subject to verification by the City. (Please see **Appendix A** for approved form). The City may sample for validation at least 20% of the data collected to ensure compliance.

C. Performance Monitoring

The City will monitor the performance of JIDA against compliance requirements, goals, and performance standards required herein. Substandard performance as reasonably determined by the City will constitute noncompliance with this MOA. If action to correct such substandard performance is not taken by JIDA within a reasonable period of time after notification by the City, MOA suspension, termination, and recapture procedures may be initiated.

II. PERIOD OF PERFORMANCE

Services shall start on the day of March, 2017 (the Effective Date) and end on the 1st day of March, 2019 or until such time that the City determines that adequate data was collected to support the goal of job creation.

III. COMMUNICATIONS, NOTICES & DEMANDS

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

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

The City		JIDA	
Name:	Troy Bolander	Name:	Rob O'Brian
Title:	Director of Planning, Development & Neighborhood Services	Title:	Vice President
The City:	City of Joplin 602 South Main Street Joplin, Missouri 64801	JIDA:	Industrial Development Authority of the City of Joplin, Missouri 320 East 4th Street Joplin, MO 64801
Phone:	(417) 624-0820 ext. 510	Phone:	(417) 624-4150
Fax:	(417) 525-4738	Fax:	(417) 624-4303
Email:	tbolande@Joplinmo.org	Email:	rob@joplincc.com

IV. GENERAL CONDITIONS

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

A. General Compliance

JIDA agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG-DR including subpart K of these regulations, except that JIDA does not assume the City's environmental responsibilities described in 24 CFR 570.604. JIDA also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. JIDA further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

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

C. Hold Harmless

JIDA shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of JIDA's performance or nonperformance of

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

D. Grantee Recognition

JIDA shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, JIDA will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. JIDA agrees not to use CDBG-DR funds for such recognition and/or any other promotional material or efforts.

E. Amendments

The City or JIDA may amend this MOA at any time provided that such amendments make specific reference to this MOA, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's and JIDA's respective governing bodies. Such amendments shall not invalidate this MOA, nor relieve or release the City or JIDA from its obligations under this MOA. The City may, in its discretion, amend this MOA to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOA, such modifications will be incorporated only by written amendment signed by both The City and JIDA.

F. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, the City may suspend or terminate this Agreement if JIDA materially fails to comply with any terms of this MOA, which include (but are not limited to), the following:

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

G. Recapture

In the event that JIDA has, in the City's sole discretion, failed to comply with this MOA, JIDA shall perform reasonable remedial actions determined appropriate by the City to correct the deficiency, which actions may include, but are not limited to:

1. The repayment or reimbursement to the City of CDBG-DR funds invested by the City for the design and construction of the improvements highlighted under scope of project;
2. Reasonable other actions the City deems appropriate

The City may terminate this MOA in whole or in part, at any time, including before Project completion, whenever it is determined by the City that JIDA has failed to comply with the conditions of the Agreement. The City shall notify JIDA in writing of the determination and the reasons for the termination, together with the effective date. It shall be JIDA's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.

H. Special Conditions

JIDA must demonstrate that they will be able to create 100 jobs, out of which 51 jobs will need to be held by LMI persons. Prior to construction of the proposed infrastructure, JIDA will need to coordinate with the City and verify the number of new businesses and subsequent number of jobs being created prior to the start of any construction. This will allow for the projects to be constructed in phases to accommodate the proposed number of jobs.

V. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

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

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Records that document that at least 51 percent of the jobs created with funds from this grant will be held by LMI persons.
i. Documentation for each assisted business within the Crossroads Industrial Park to include a copy of a written agreement between JIDA and the assisted business, containing:
    i. A commitment by the business that at least 51 percent of the permanent jobs on a full-time equivalent (FTE) basis will be held by LMI persons;
    ii. A listing by job title of the permanent jobs to be created (identifying which are part-time, if any);
    iii. A listing by job title of the permanent jobs filled and which jobs were initially held by LMI persons; and
    iv. For each LMI person hired, information on the household size and annual income of the household prior to the time the person was hired for the job, or evidence the household qualifies as presumed to be LMI based upon location of the business or the person's residence.

2. Retention

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

of the four- year period, whichever occurs later.

3. Job Creation Data
   JIDA shall maintain job creation data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of jobs being created. Such information shall be made available to the City monitors or their designees for review upon request.

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

VI. PERSONNEL & PARTICIPANT CONDITIONS

A. Conduct

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

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

VII. SERVABILITY

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

VIII. SECTION HEADINGS AND SUBHEADINGS

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

IX. WAIVER

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

X. ENTIRE MOA

This document constitutes the entire MOA between the City and JIDA for the use of funds received under this MOA and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and JIDA with respect to this MOA.

Date: _____

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

City of Joplin, Missouri
Municipal Corporation

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

Industrial Development Authority of the City of Joplin, Missouri
Not-For-Profit

Signature:_____
Rob O'Brian
Joplin Area Chamber of Commerce Foundation
President

Appendix A

Joplin Industrial Development Authority (JIDA)

COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE SELF CERTIFICATION

Dear Employee:

JIDA and your Employer are collecting the following information as a result of participating in the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program in the expansion at the Crossroads Industrial Park. To meet federal regulations, we require the collection of certain statistical data on family income so that enhancements to the Industrial Park may continue. This information is reported to HUD to ensure Program Compliance. The information provided may be selected for verification (i.e. W-2, IRS tax return, or pay stubs) by JIDA or the City of Joplin. ***It is only through your cooperation that your community can benefit from this federal program***.

INSTRUCTIONS:

Please answer the below questions then sign and date the form certifying the information is correct. Your information can only be accepted if the form is completed in full.

1. **How many people are in your family? _____ "Family" refers to a householder with one or more other persons living in the same household who are related to the householder by birth, marriage, or adoption.**
2. **Please check the corresponding box if your household income is represented below.**

FY 2016 Income Limits	☐ $0 - $28,950	☐ $28,951 - $33,100	☐ $33,101 - $37,250	☐ $37,251- $41,350	☐ $41,351 - $44,700	☐ $44,701 - $48,000	☐ $48,001 - $51,300	☐ $51,301 - $54, 600

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

Date Hired: _____/_____/_____

3. **ELDERLY: How many persons in your family are 62 years of age or over? _____**

4. **HANDICAPPED: person(s)**
Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities? _____

5. **ETHNICITY (Check one box only): □ Hispanic or Latino □ Not Hispanic or Latino**

6. **HEAD OF HOUSEHOLD): □ Male □ Female**

7. **RACIAL DESIGNATION: Indicate number of family members in each individual category below:**

___ White	**___ Black/ African American**	**___ Asian**
___ American Indian/ Alaskan Native	**___ Native Hawaiian/ Other Pacific Islander**	**___ Other**

I certify that the information provided above is correct to the best of my knowledge

_____ _____ ___/___/_____
Printed Name Signature Date

Joplin Industrial Development Authority (JIDA)

COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE SELF CERTIFICATION

INSTRUCTIONS FOR JIDA (OFFICE USE ONLY)

1.) Once the Self Certification form is completed, verify that the number of people in each family and income complies with the appropriate FY 2015 (effective 3/6/2015) or FY 2016 (effective 3/28/2016) Income Limits Summary below. If the number of people and income of each family does not fall within the stated limits, the employee does not qualify as a LMI Job Creation and therefore should not be calculated as part of LMI Job Creation. Please see https://www.huduser.gov/portal/datasets/il/il2015/select_Geography.odn for updated Income Limits for future years.

FY 2015 Income Limits Summary

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low (80%) Income Limits	$28,300	$32,250	$36,400	$40,400	$43,650	$46,900	$50,100	$53,350

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

FY 2016 Income Limits Summary

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low (80%) Income Limits	$28,950	$33,100	$37,250	$41,350	$44,700	$48,000	$51,300	$54, 600

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

COUNCIL BILL NO. 2017-368 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Agreement (MOA) with the Joplin Industrial Development Authority (JIDA) for the CDBG-DR funded Crossroads Industrial Park Phase II project.

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

WHEREAS, there was a negative economic impact, including job loss, due to the effects of the Tornado; and

WHEREAS, the City of Joplin intends to invest $4,959,000 of Disaster Recovery funds within the JIDA owned industrial park to entice new job growth; and,

WHEREAS, the City of Joplin must meet the CDBG-DR national objective of Low-Moderate Income – Job Creation; and,

WHEREAS, the JIDA will oversee the creation of, a minimum of 100 permanent jobs on a full-time equivalent basis, of which at least 51% (51 jobs) will be held by Low to Moderate Income (LMI) Individuals, within one (1) year of the completion date of the infrastructure being built.

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

Section 1. Approval of a Memorandum of Agreement (MOA) between the City of Joplin and the Joplin Industrial Development Authority (JIDA) for the Crossroads Industrial Park Phase II project.

Section 2. Upon the final approval and acceptance of the JIDA's job creation requirement under said agreement, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. That the City Manager or his designee, the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with the Joplin Industrial Development Authority.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 17, 2017

Item: CDBG-DR Crossroads Phase II – Joplin Industrial Development Authority – Memorandum of Agreement
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Council Bill No. 2017-368
2) JIDA Agreement

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

Recommended Action: Approval of Council Bill No. 2017-368

Background: The following Council Bill is for a Memorandum of Agreement (MOA) between the City of Joplin and the Joplin Industrial Development Authority (JIDA) for the Crossroads Industrial Park Phase II project. The City intends to invest up to $4,959,000 of their Disaster Recovery funds to improve the infrastructure within the JIDA industrial park. By HUD definition this is an economic development activity, as such, must be tied to the creation of jobs. As a part of this Agreement JIDA will create, on a minimum of 100 permanent jobs on a full-time equivalent basis, of which at least 51% (51 jobs) will be held by Low to Moderate Income (LMI) Individuals.

This Agreement will be to ensure that the JIDA will oversee the creation, or be responsible for the required minimum number of full-time and LMI jobs relative to the amount of CDBG-DR funds invested by the City as a part of the Crossroads Industrial Park Phase II project, within one (1) year of the completion date of the infrastructure being built. The funds invested will improve the Park's existing infrastructure which will facilitate business, commercial and economic growth within the City of Joplin. City Council previously approved the Crossroads Phase II project as part of the Capital Plan adopted July 7, 2015, and in the Round 1 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 7 of the Initial Action Plan on December 12, 2015**.** City Council also approved construction contracts for the Road Improvements and Sewer Interceptor projects as part of the Crossroads Phase II project on March 6, 2017.

Discussion: The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and boost the City's economy impacted following the 2011 tornado. Additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their population growth objectives.

The improvements include the design of a gravity sewer along Turkey Creek, the design of a lift station along Apple road, and the design of a roadway that will be referred to as East 26th street

and a north-south roadway referred to as Road-C. A traffic study was also completed to help assess the current and future traffic patterns that could be aided by the creation of these new streets.

Recommendation: City Staff recommends the approval of this Council Bill on an emergency basis, per Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, so the Joplin Industrial Development Authority (JIDA) may facilitate the process of creating the required jobs tied to the infrastructure improvements being constructed within the JIDA owned Industrial Park.

CLOSING DATE:	7-Apr-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	905 E. Central St.

COMPANY	BIDS
BJHE	NO BID
B & D Yardbuilders	$3,190.00
Jordan Disposal	$2,800.00
Nelson's Enterprises	$1,479.50


COUNCIL BILL 2017-369
905 CENTRAL







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date April 17, 2017

Item: COUNCIL BILL NO. 2017-369
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 369
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures, and any remaining debris including foundation and footings located at 905 Central.

Summary: The above listed address was "tagged" as dangerous buildings on February 4, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 27, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on April 10, 2017. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$ 3,190.00
Big Johns	$ 3,950.00
Nelson Demolition	$ 1,479.50
Jordan Disposal	$ 2,800.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Demolition for $ 1,479.50 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2017 – 369 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 905 Central in the City of Joplin, Missouri, for the amount of One Thousand Four Hundred Seventy Nine and 50/100 Dollars (1,479.50); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of One Thousand Four Hundred Seventy-Nine 50/100 Dollars ($1,479.50) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 905 Central,

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 905 Central. and legally described as:

ALL OF LOTS NUMBERED TWO (2) AND THREE (3) IN BLOCK ONE (1) IN EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effect from after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney