JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 17, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Refresco Expansion Presentation

   2. Joplin Area Chamber Of Commerce Quarterly Update

      Documents:

      2023 Q1 ED REPORT TO CITY.PDF

   3. Arbor Day Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Higher Society/Jon Buck Requested To Speak On Banning Alcohol Shooter Bottles.

   2. Taylor Augusta Austin Requested To Speak On Discussing The Value Of Public Safety, Including Mid Alley Lighting That Was Part Of The Public Safety Tax Increase, As Downtown Business Owners.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The April 3, 2023, City Council Meeting

      Documents:

Documents:

APRIL 3, 2023 MINUTES.PDF

2. Minutes Of The April 10, 2023, Special City Council Meeting.

Documents:

SPECIAL MEETING APR 10, 2023.PDF

3. COUNCIL BILL NO. 2023-260
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

Documents:

CB2023-260.PDF

4. COUNCIL BILL NO. 2023-261
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District M-2 (Heavy Industrial) property as described below and located 6701 E 26th St.

Documents:

CB2023-261.PDF

5. AMENDED COUNCIL BILL NO. 2023-262
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Residential) and including in District C-1 PD (Neighborhood Commercial Planned District) property as described below and located 2501 E 20th St.

Documents:

CB2023-262SUMMARY.PDF
012-23REPORT.PDF
012-23APP.PDF
CB2023-262MINUTES.PDF
CB2023-262MAP.PDF
CB2023-262(AMENDED).PDF

6. COUNCIL BILL NO. 2023-263
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 PD (Two-Family Residential Planned District) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

Documents:

CB2023-263.PDF

7. COUNCIL BILL NO. 2023-264
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

Documents:

CB2023-264.PDF

8. COUNCIL BILL NO. 2023-265
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

Documents:

CB2023-265.PDF

9. COUNCIL BILL NO. 2023-266
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) property as described below and located at 507 N Wall Ave.

Documents:

CB2023-266.PDF

9. Resolutions

1. RESOLUTION NO. 2023-005
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 2023; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

2023 ACTION PLAN RESOLUTION SUMMARY.PDF
2023 ACTION PLAN COUNCIL.PDF
FY2023 ACTION PLAN RESOULUTION.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2023-118
AN ORDINANCE approving a construction agreement with Vance Brothers Inc. in the amount of Six Hundred Seventy-Eight Thousand Six Hundred Forty-Six and 20/100 dollars ($678,646.20) for the Microsurfacing 2023 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

Documents:

CB2023-118 SUMMARY SHEET MICROSURFACING 2023.PDF
CB2023-118 COUNCIL ORDINANCE MICROSURFACING 2023.PDF
CB2023-118 BID SUMMARY.PDF
CB2023-118 AGREEMENT MICROSURAFCING 2023.PDF
CB2023-118 MICROSURFACING 2023 MAPS.PDF

2. COUNCIL BILL NO. 2023-123
AN ORDINANCE approving an Agreement and two Work Authorizations with CJW Transportation Consultants, LLC (CJW) the sum of which is in the not to exceed total amount of One Hundred Ninety-Two Thousand Six Hundred Twenty-Nine and 35/100 dollars ($192,629.35) for professional engineering consulting services for the Joplin Area Transportation Planning Organization (JATSO) Safety Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

Documents:

CB2023-123 SUMMARY SHEET JATSO SAFETY STUDY.PDF
CB2023-123 COUNCIL ORDINANCE JATSO SAFETY STUDY.PDF
COJ-PR_1.PDF
COJ-WO-1.PDF
COJ-WO-2.PDF

3. COUNCIL BILL NO. 2023-267
AN ORDINANCE approving an Agreement with Simpson Lawn Care, Inc. for On-Call Nuisance Lot Mowing Service, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-267 SUMMARY.PDF
CB2023-267 AGREEMENT.PDF

CB2023-267 BID TAB.PDF
CB2023-267 BID FORM.PDF
CB2023-267 COUNCIL BILL (002).PDF

4. COUNCIL BILL NO. 2023-401
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Area Agency on Aging, Region X that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing an emergency clause.

Documents:

CB 2023-401 AREA ON AGING SUMMARY.PDF
AGREEMENT_CV_PSG_AREAONAGING.PDF
CV PUB SVC GRANT APP JOPLIN - AAAX.PDF
CB 2023-401 AREA ON AGING.PDF

5. COUNCIL BILL NO. 2023-402
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of the Southwest Area that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing an emergency clause.

Documents:

CB 2023-402 ESC SUMMARY.PDF
AGREEMENT_CV_PSG_ESC.PDF
COMBINED ESC APPLICATION.PDF
CB 2023-402 ESC.PDF

6. COUNCIL BILL NO. 2023-403
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Crosslines Churches of the Joplin Area, Inc. that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing and emergency clause.

Documents:

CB 2023-403 CROSSLINES SUMMARY.PDF
AGREEMENT_CV_PSG_CROSSLINES.PDF
CROSSLINES APP COMBINED.PDF
CB 2023-403 CROSSLINES.PDF

7. COUNCIL BILL NO. 2023-404
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Ozark Center that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing and emergency clause.

Documents:

Documents:

CB 2023-404 OZARK CENTER SUMMARY SHEET.PDF
AGREEMENT_CV_PSG_OZARKCENTER.PDF
OZARK CENTER HEALTH SERVICES - CV PUBLIC SERVICE GRANT APPLICATION.PDF
OZARK CENTER HOMELESS SERVICES - CV PUBLIC SERVICE GRANT APPLICATION.PDF
CB 2023-404 OZARK CENTER.PDF

11. **Ordinances - First Reading**
12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 13th day of April 2023 (RSMo 610.020)

Chamber/MOKAN Economic Development Update

Quarter 1, 2023

BUSINESS ATTRACTION

8 RFI's received
1 RFI submitted on behalf of city of Joplin
2 RFI's submitted for MOKAN region

Project Ireland

- RFI submitted February 21
- Manufacturing company / 150 jobs
- 30-50 acre site needed
- Wildwood Ranch was submitted as a potential site

Project Maize

- Submitted by Neosho
- Project won by Neosho
- Animal feed production / 5-10 jobs
- Approximate 30,000 sq ft existing building required
- Existing rail required

Previously reported – still active:

Project Spoonman

- RFI submitted in early fall to the Missouri Partnership.
- On site visit from site selection consultants took place in October
- Food manufacturer / 300+ jobs
- 55-acre site at Crossroads under consideration

Project Tuxedo

- On December 16 additional information was requested
- and again on January 6
- Virtual site visit took place in November
- Snack food production facility and distribution center
- 270 jobs with potential 870,000 sq ft building footprint
- 120-160 of developable acre site at Wildwood under consideration

ATTRACTION TRIPS

Economic Issues Summit. Jefferson City, Feb 6-8

- Put on by the MO Economic Development Council
- Presentation on Rail Infrastructure Tax Credit
  - Proposed legislation at the state that would mirror incentive plans and tax credit programs already in place in KS and OK
- Quite a bit of coverage on Childcare and potential solutions to challenges from the state level

Foreign Direct Investment Luncheon, Chicago, April 12

- Reps from 21 countries will be in attendance
- Between 35-40% of projects that come to MO are from foreign companies
- This is in conjunction with the Hawthorn Foundation (Missouri Partnership)
- We are 1 of 3 Missouri communities participating and will give a 3-5 minute presentation to the attendees

Site Selection Consultant Mission Trip, Chicago, April 13-14

- Joint operation with the Missouri Partnership (Hawthorn Foundation)
- Scheduled to meet with 6 different site selection consultant firms

Insight Missouri. St. Louis, April 26-28

- This is a premier event offered by the MO Eco Devo Council and the Hawthorn Foundation
- Site selectors from across the US will be in attendance sharing insight, trends and other topics
- MOKAN is a sponsor which allows for “additional” access to participating consultants

EXPANSION & RETENTION

Business Retention & Expansion visits = 21

There are 3 local companies currently working through incentive applications with state for planned expansions

7 Joplin companies are in various stages of expansion

15 companies are currently receiving some type of training through Crowder College using the Missouri One Start program

International Trade Seminar planned for April 20 in Joplin

- Event will be hosted at the Chamber of Commerce from 11AM to 1PM

- Partnering entities include:
  - MO Dept of Economic Development – Int'l Trade & Investment Office
  - Small Business Development Center (at MSSU)
  - U.S. Commercial Service
  - Mid-America TAAC

- The purpose of event is to highlight the resources available to assist with international exporting so that more local companies are aware of opportunities to expand their business

- The seminar is mainly targeted to manufacturers and retailers, or any business interested in learning more about international trade

WORKFORCE

A Workforce Summit in Joplin has been planned for June 23rd

- This half-day workshop is for educators, human resource professionals and the business community

- The event will provide a brief overview of the state of the workforce and participants will hear from a variety of workforce development resources such as ACT WorkReady, the Manufacturing Council and adult learning networks

Childcare Task Force

- A workforce grant to train and certify 30 Child Development Associates (CDA) in 2023 to assist childcare provider staffing shortages

- A possible site has been identified to increase childcare provider capacity within the Crossroads Industrial Park to help remove barriers job seekers face in obtaining employment

- The Task Force is developing a website and social media channels to increase attention to the childcare crisis and to provide a network of resources for childcare providers and the business community

ENTREPRENEURSHIP

Heartland Together

- Joplin has been 1 of 4 communities selected for a pilot program, Heartland Together, to help strengthen the entrepreneurial and start-up ecosystem in local communities

- 1 community in each of the 4 states was selected (MO, KS, NE & IA)
- This is a joint program being executed via the Kansas Leadership Center and the Kauffman Foundation
- This program represents a $100,000+ investment and comes at no cost to our community
- The program will commence in late 2023 or early 2024

CROSSROADS BUSINESS PARK

ARPA grant application was submitted for the expansion of Crossroads Business Park.

- We expect to hear from the state regarding application results sometime in April

JIDA completed sale of 11.2 acres at Crossroads Business Park on April 6th.

- Purpose is for a truck washing station
- Price per acre = approximately $53,000.00

Road Ranger Travel Plaza and a warehouse facility are currently under construction

MISCELLANEOUS

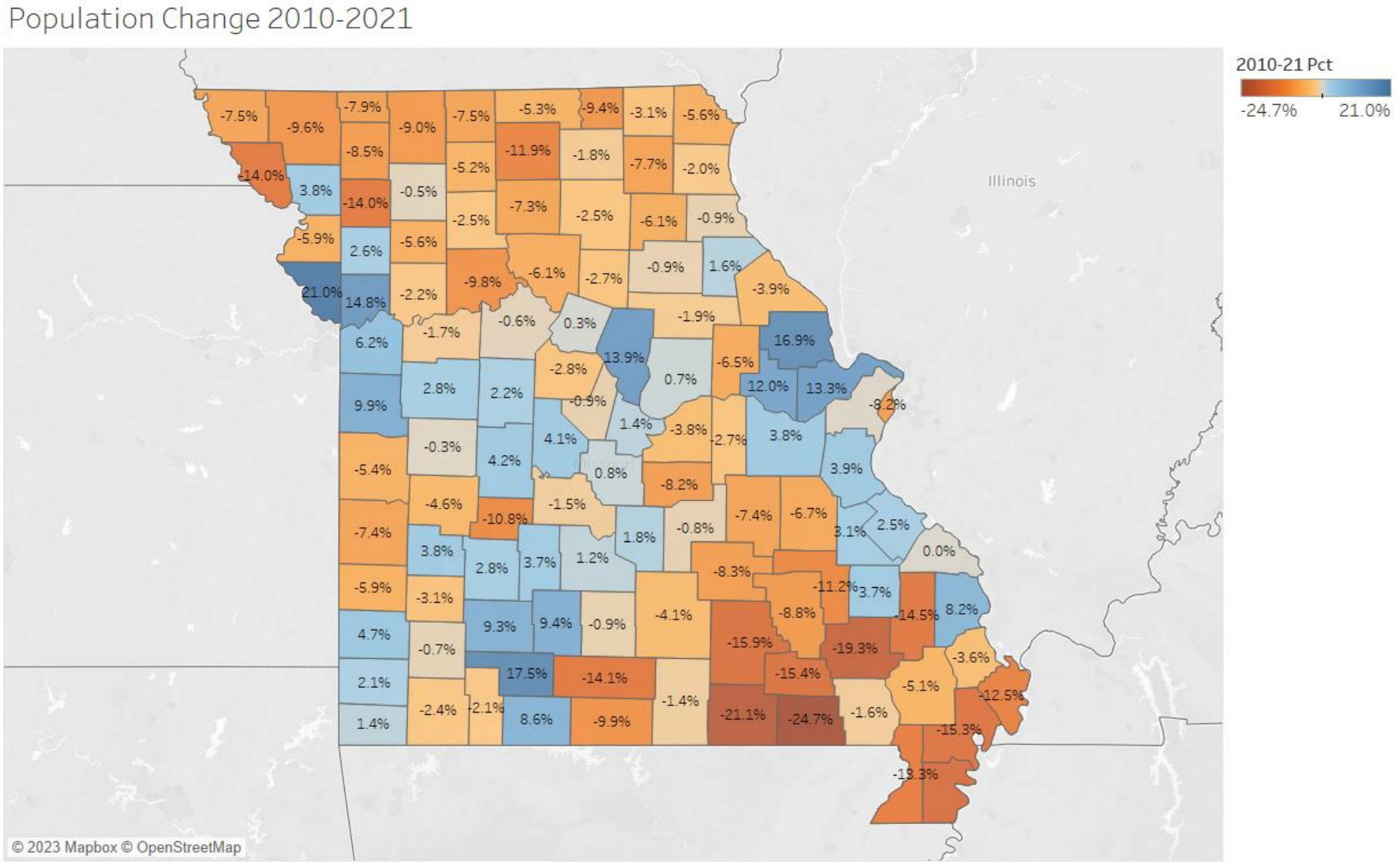
On the heels of the much appreciated Wal Street Journal article (2/13/23), which ranked Joplin as the **#2 best community for remote workers**, we quickly secured billboard space along I-44 highlighting this recognition. The billboard is located just east of exit 3 and is visible to eastbound travelers. We anticipate relocating the billboard to face westbound traffic after a few months. In addition to the billboard we have also incorporated the recognition into our digital ad campaign strategy.

There was a meeting in Pittsburg on February 21st, with a contingent of Joplin leaders and their respective counterparts in Pittsburg to discuss regionalism. This was an opportunity for both communities to come together, learn about each communities objectives and active projects for community enhancement and explore potential collaboration opportunities moving forward. We expect this to be the first of several continuous meetings.

In attendance:

- Nick Edwards – Joplin City Manager
- Doug Lawson – Joplin Mayor
- Christina Williams – Joplin City Council Member
- Travis Stephens – JACC President
- Jake Heisten – Director of MOKAN Partnership
- Dr. Dean Van Galen – MSSU President
- Dr. Brad Hodson – MSSU VP of Advancement
- Dr. Lisa Toms – MSSU Provost
- Dr. Kerry Sachetta – Joplin Schools Superintendent
- David Weaver – Joplin School District Board Member

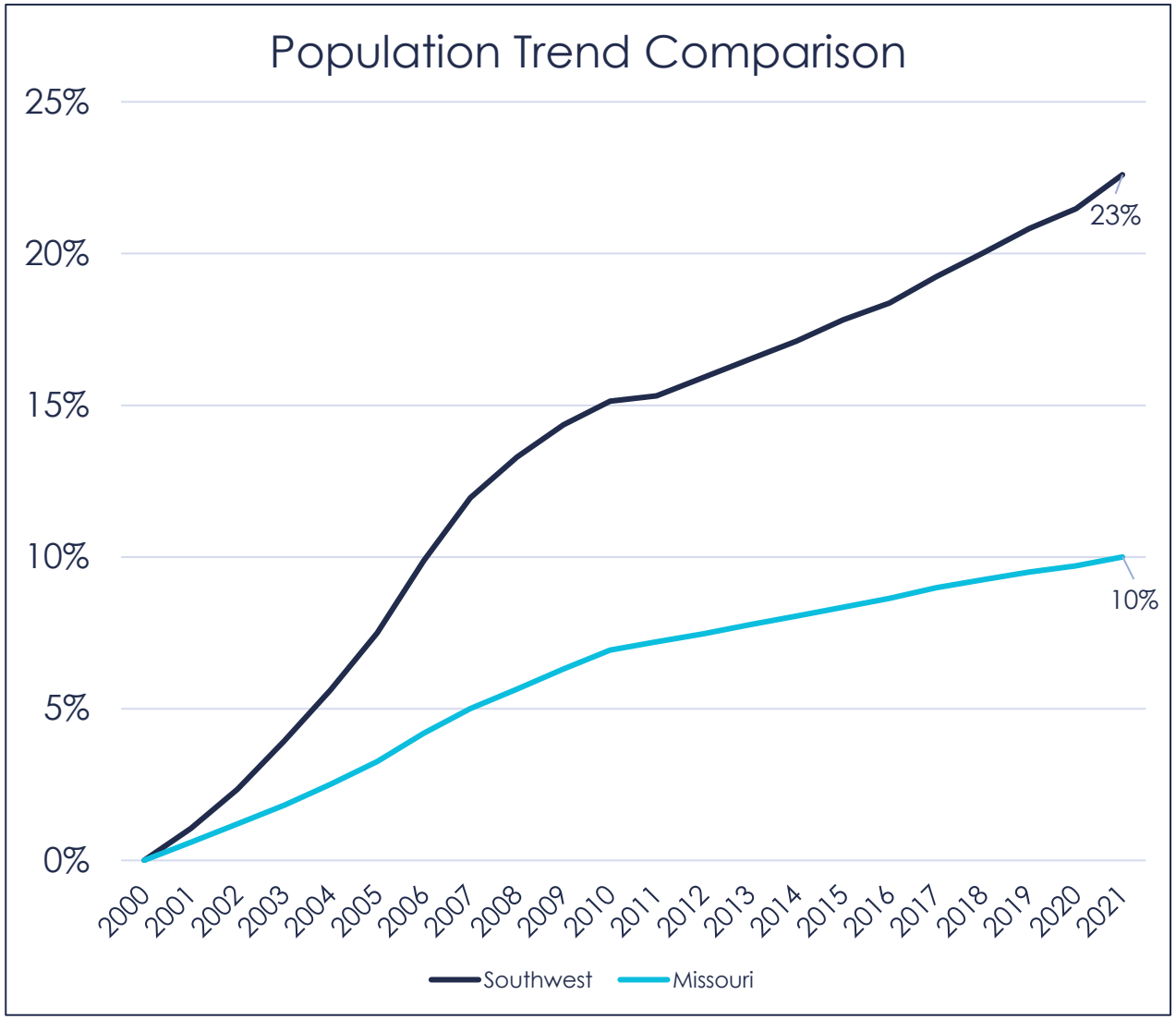
Population Change 2010-2021



Source: U.S. Census Bureau

The Southwest Region is far outpacing the state in population growth.

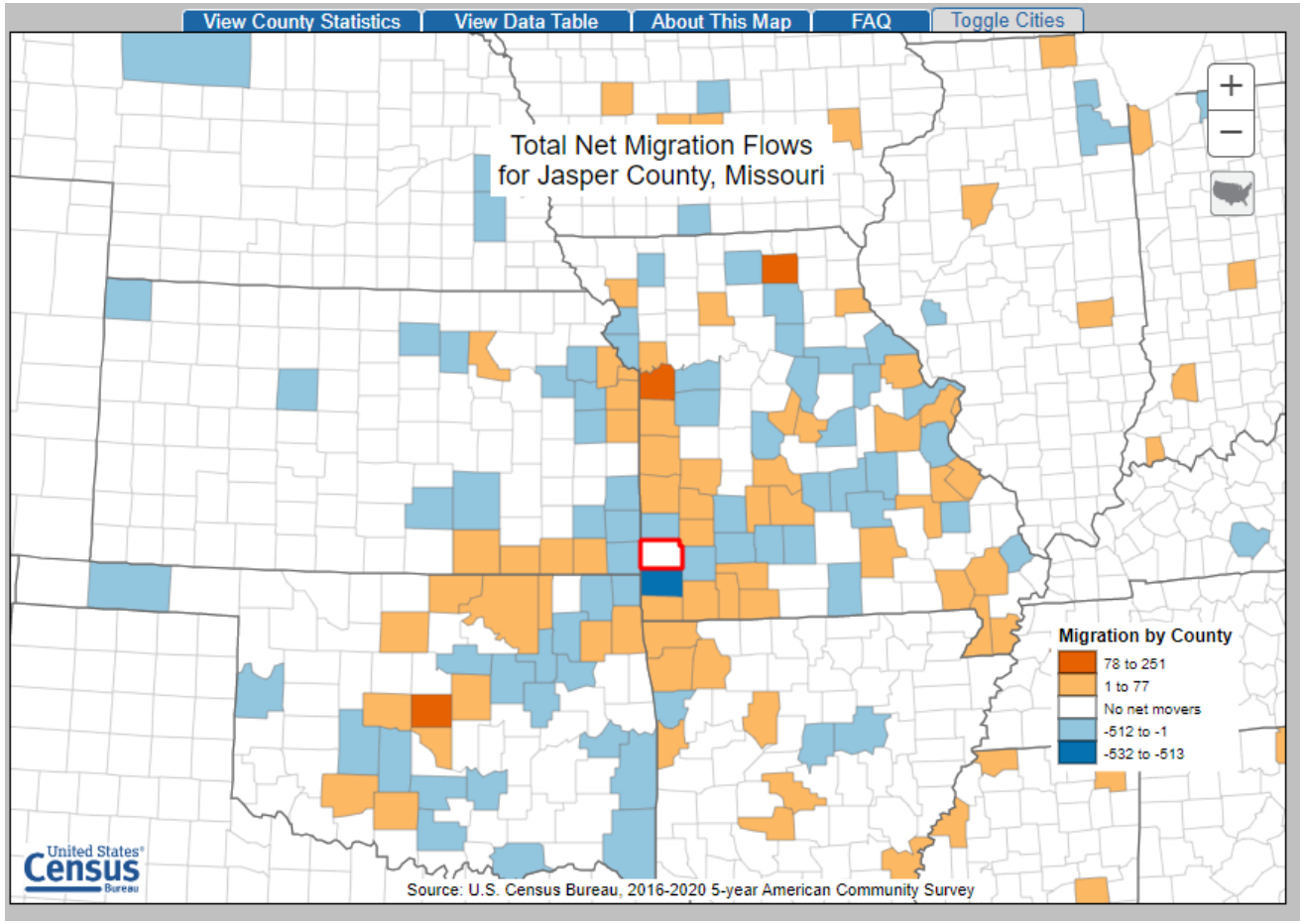
The Southwest Region's population has grown 23% since 2000, far outpacing Missouri's 10% rate.



Source: U.S. Census Bureau

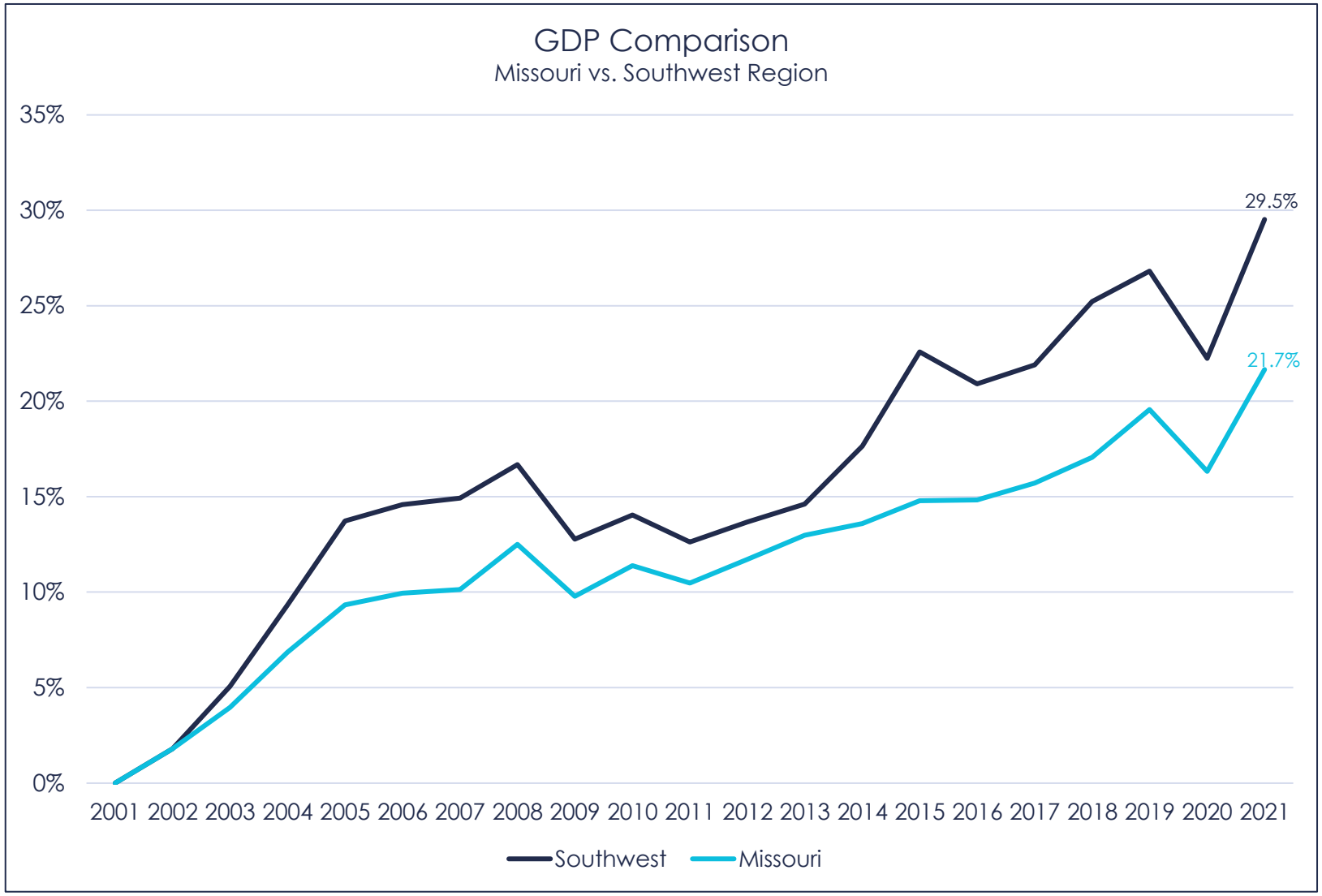
Jasper County: Net Migration Flows 2016-20

- Jasper County draws from Jackson County



Source: U.S. Census Bureau

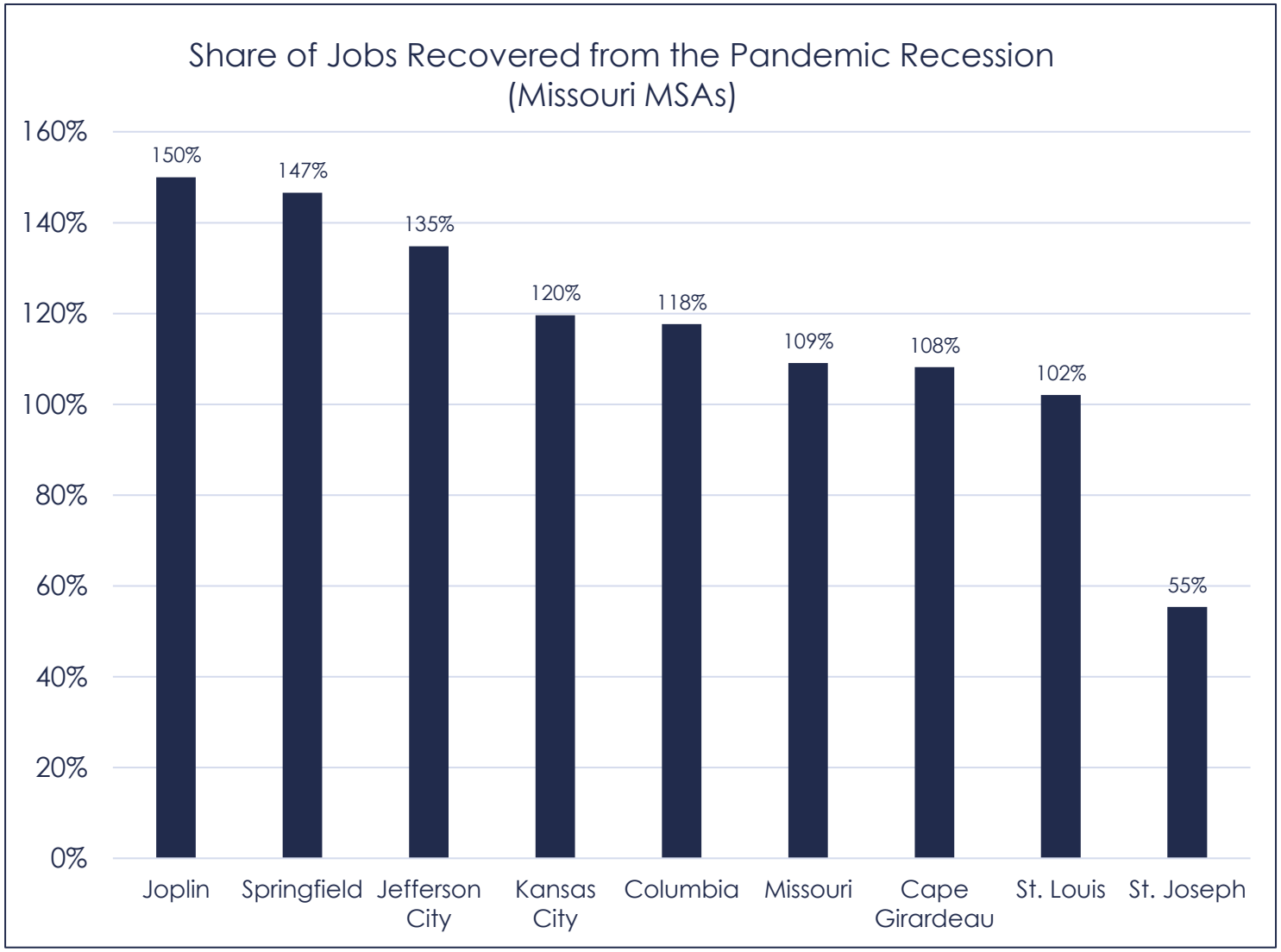
The Southwest Regional economy has outpaced Missouri's



Source: Bureau of Economic Analysis

Springfield and Joplin proved resilient during the pandemic.

- Joplin and Springfield were the first Missouri metros to recover the jobs they lost during the pandemic shut-down.

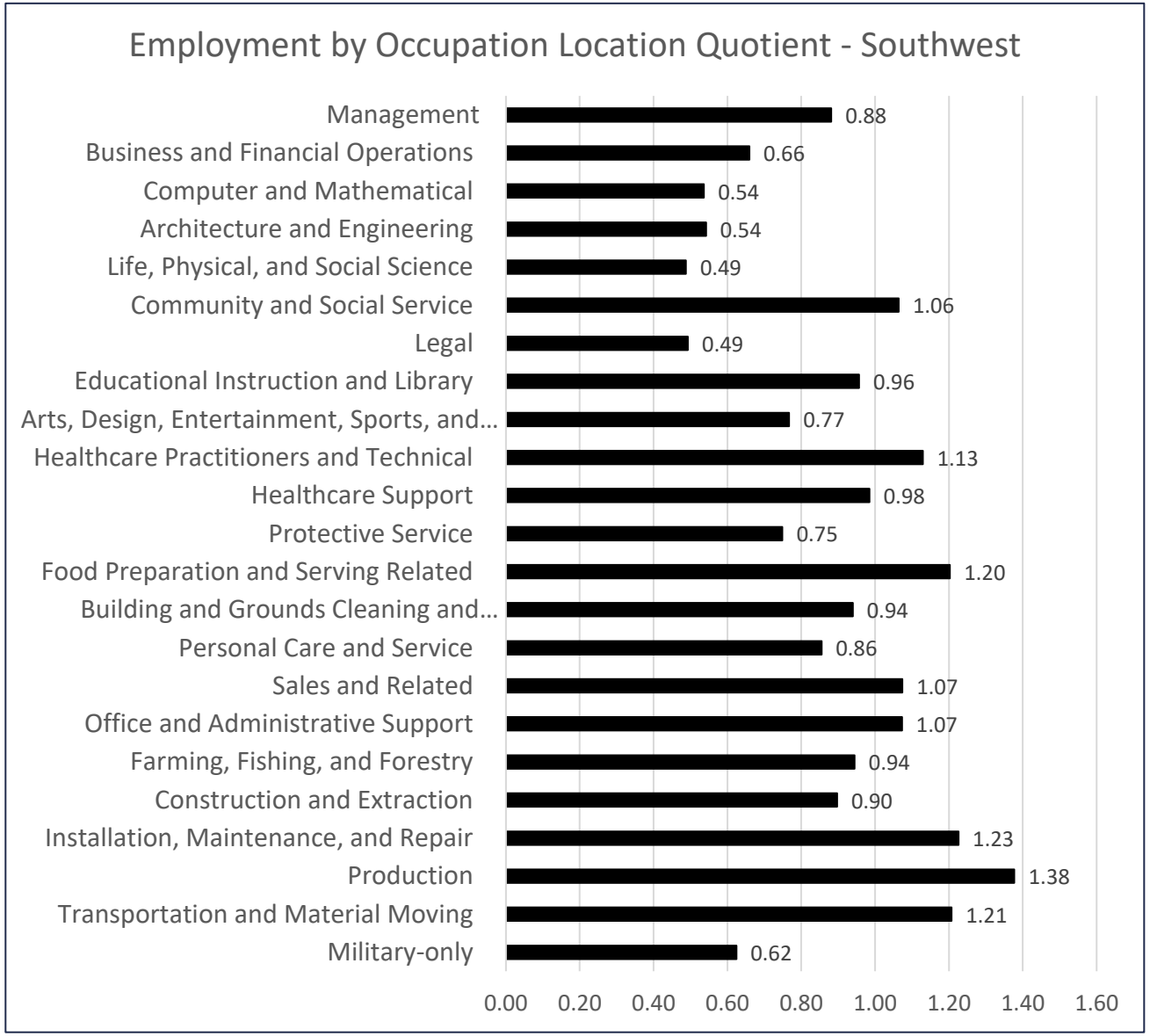


Source: Bureau of Labor Statistics

Employment by Occupation Specialization (Location Quotient)

The largest occupation specialization groups are

- Production (manufacturing)
- Installation, Maintenance, and Repair
- Transportation and Warehousing



Source: Lightcast

Looking Ahead

Industry Strengths

- Manufacturing Base
  - Since 2010 Manufacturing employment…
    - U.S. 10%
    - Missouri up 15%
    - SW Region up 18%.
- Transportation and Logistics
  - Since 2010 U.S. Transportation/Warehousing Employment…
    - U.S. 62%
    - Missouri 40% with a location quotient of .94
    - SW Region 44% with a location quotient of 1.38

Looking ahead

Opportunities

- Professional, Scientific and Technical Services
  - Nationally added 3.4 million jobs since 2010 (behind only health care).
  - Growing in SW as well (up 72% since 2010), but from a small base. LQ of .48

Description	2010 Jobs	2023 Jobs	2010 - 2023 Change
Computer Systems Design and Related Services	588	2,475	1,887
Management, Scientific, and Technical Consulting Services	501	1,761	1,259
Other Professional, Scientific, and Technical Services	1,246	2,193	947
Accounting, Tax Preparation, Bookkeeping, and Payroll Services	1,554	2,113	559
Architectural, Engineering, and Related Services	1,311	1,824	513
Legal Services	1,855	2,084	229
Scientific Research and Development Services	148	339	191
Specialized Design Services	111	247	136
Advertising, Public Relations, and Related Services	562	497	-66
Professional, Scientific and Technical Svcs. Total	**7,875**	**13,531**	**5,655**

JOPLIN CITY COUNCIL
APRIL 3, 2023
MEETING MINUTES

CALL TO ORDER

The April 3, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by David Wells Commander of VFW Post 5293.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Mark Farnham

Motion by Ms. Spencer, second by Mr. Cortez to excuse the absence of Mark Farnham. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1.

PRESENTATIONS

VFW Post 5293 Joplin South Awards Presentation

David Wells, Commander of VFW Post 5293 presented awards to Training Chief, Mark Cannon and to Roxy Cooper, on behalf of the fallen officer Corporal Ben Cooper.

Fair Housing Month Proclamation

Pam Roychaudhury, Legal Aid of Western Missouri was present to accept the Proclamation.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Here's a friendly reminder for Residents: If you have a storm shelter on your property within the City of Joplin, the Joplin Police and Fire Departments encourage you to register that information so first responders could find you more quickly should a natural disaster or other event occur. It's easy to do on the City's website at www.joplinmo.org/stormshelterregister.

This information goes directly to our 9-1-1 Center, where it is stored in our computer database.
Please call Communications Manager Cheryl Konarski at 417-623-3131 x1409 with any questions.

The City of Joplin is hiring! We have positions in various fields. Some of the positions are Dietitian, Wastewater Plant Operator, 9-1-1 Dispatcher, Laborers, Public Health Nurse, WIC Certifier, Civil Engineer, Sign Shop Worker, plus more. The City offers a strong benefits package and citizens can learn more by visiting the City's website www.joplinmo.org/jobs

Also – we've started hiring for seasonal positions including lifeguards, pool operators and pool cashiers, and aquatic supervisors. These are great jobs for high school and college-age citizens, and also those who may have the summer off and wants to earn a little extra.

Everyone loves going to the pools, however personnel is needed to ensure our citizens are safe and watched after while enjoying our amenities. If interested or know someone who might be, please visit our jobs page at joplinmo.org/jobs.

Due to the extremely high winds over the weekend, we know many people have limbs and branches to dispose of. To help our residents, Public Works will open the Tree Limb Drop Off this week, starting Wednesday, April 5. It will be open from 8:30 a.m. -2 p.m. Wednesday through Saturday, April 8. And then it opens again for its monthly operational dates of Friday, April 14 and Saturday, April 15.

For those unsure where the drop off is located – the drop-off site is located at 1702 North Schifferdecker Avenue, just about a half-mile north of Belle Center Road on the west side of Schifferdecker. Another option for residents Tree limbs and branches bundled and cut to 4 foot maximum length can also be placed at curbside for pick up on their trash service day.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-260

Mayor Lawson opened the Public Hearing.

Logan Ellis spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-260

Mr. Cortez introduced Council Bill No. 2023-260 AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-260 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-260.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-261

Mayor Lawson opened the Public Hearing.

Luke Gibson spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-261

Mr. DeTar introduced Council Bill No. 2023-261 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District M-2 (Heavy Industrial) property as described below and located 6701 E 26th St. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2023-261 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-261.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-262

Mayor Lawson opened the Public Hearing.

Logan Ellis spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-262

Mr. Stinnett introduced Council Bill No. 2023-262 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Residential) and including in District C-3 PD (Commercial Planned District) property as described below and located 2501 E 20th St. Motion by Mr. Stinnett second by Mr. Cortez to amend from C-3 PD to C-1 PD. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer and Stinnett, 7. Nays: 0. Abstained: Williams, 1. Absent: Farnham, 1. Motion by Mr. Cortez, second by Ms. Spencer that amended Council Bill No. 2023-262 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, and Spencer, Stinnett, 7. Nays: 0. Abstained: Williams, 1. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-262.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-263

Mayor Lawson opened the Public Hearing.

Logan Ellis spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-263

Mr. Copple introduced Council Bill No. 2023-263 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 PD (Two-Family Residential Planned District) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-263 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-263.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-264

Mayor Lawson opened the Public Hearing.

Logan Ellis spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-264

Ms. Spencer introduced Council Bill No. 2023-264 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. Motion by Ms. Spencer, second by Mr. DeTar that Council Bill No. 2023-264 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-264.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-265

Mayor Lawson opened the Public Hearing.

Logan Ellis spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-265

Mr. DeTar introduced Council Bill No. 2023-265 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. Motion by Mr. DeTar, second by Ms. Spencer that Council Bill No. 2023-265 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-265.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-266

Mayor Lawson opened the Public Hearing.

Jerry Hill spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-266

Mr. DeTar introduced Council Bill No. 2023-266 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) property as described below and located at 507 N Wall Ave. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2023-266 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-266.

CONSENT AGENDA

Motion by Mr. Cortez, second by Ms. Spencer to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1.

Minutes of the March 20, 2023, City Council Meeting

COUNCIL BILL NO. 2023-005 - AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3. The Council Bill was declared adopted and entitled **Ordinance No. 2023-042.**

COUNCIL BILL NO. 2023-103 - AN ORDINANCE approving a construction agreement with McClanahan Construction, Inc. in the amount of Two Million, Two Hundred Fifty-Four Thousand and no/100 Dollars ($2,254,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Equipment Building project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. The Council Bill was declared adopted and entitled **Ordinance No. 2023-043**.

COUNCIL BILL NO. 2023-604 - AN ORDINANCE approving the revised Rules and Regulations (Employee Handbook) as contained to govern employee conduct, workplace protections, job classification, benefits, compensation, discipline, safety, employment practices and to ensure compliance with the Charter of the City of Joplin, State and Federal employment laws. The Council Bill was declared adopted and entitled **Ordinance No. 2023-044.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-006

Mr. Cortez introduced Council Bill No. 2023-006 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Richard Williams and Tony Williams, for the sale of one parcel located at 115 E. 34th Street, Joplin, Missouri, totaling approximately 30,361 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-006 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-045**.

COUNCIL BILL NO. 2023-353

Ms. Spencer introduced Council Bill No. 2023-353 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1309 S. Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Ms. Spencer, second by Mr. DeTar that Council Bill No. 2023-353 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-046.**

COUNCIL BILL NO. 2023-400

Mr. Cortez introduced Council Bill No. 2023-400 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Community Clinic of Southwest Missouri that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2023-400 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-047.**

ORDINANCES – FIRST READING

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. DeTar, second by Ms. Spencer to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett and Williams, 8. Nays: 0. Absent: Farnham, 1.

The meeting was adjourned at 7:04 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

JOPLIN CITY COUNCIL
APRIL 10, 2023
SPECIAL MEETING MINUTES

Mayor Lawson called the April 10, 2023, Joplin City Council special meeting to order at 5:45 p.m.

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

The City Clerk's office has received the official results of the April 4, 2023, Election as verified by the Jasper and Newton County Clerks.

It is found and declared that the results are as follows:

Proposition A received 2,224 yes votes and 648 no votes.

The measure needed a simple majority for passage. Proposition A passed.

For the record, 8,932 ballots were cast in this election.

Motion by Mr. Cortez, second by Dr. Farnham to accept the April 4, 2023, election results as submitted. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9.

The meeting adjourned into the work session at 5:47 p.m.

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-260 – Voluntary Annexation

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 060-22: Voluntary Annexation - A Request to Voluntarily Annex into the Corporate Limits of the City of Joplin Property Located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
As part of the planned subdivision for Wildwood Ranch Subdivision, the applicant is requesting to annex this property into the City of Joplin for a Mixed-Used Commercial subdivision development.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-260
Planning & Zoning Commission recommends approval of Case 060-22 (7 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 060-22: Voluntary Annexation

A Request to Voluntarily Annex into the Corporate Limits of the City of Joplin Property Located at the intersection of W. 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision-Ashok Patel

Logan Ellis, 811 E. 3rd St. Joplin, Missouri 64801. He stated he represented Anderson Engineering, and they were asking for a voluntary annexation.

Mr. Kimble asked if there were any questions from the Commission on Case 060-22.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 060-22.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 060-22.

There were none.

MR. JACKSON MOVED THAT CASE 060-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 060-22 A request to voluntarily annex property into the City of Joplin

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper/Newton County, MO)	Vacant	Approximately 100 acres

DISCUSSION

As part of the planned subdivision for Wildwood Ranch Subdivision, the applicant is requesting to annex this property into the City of Joplin for a Mixed-Used Commercial subdivision development.

Staff recommends approval of Case 060-22.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

_____

_____

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 2 day of September 2022 before me appeared _____

_____

_____

_____, to me known to be the _____

_____ of _____

_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Jinah Rai Lee

My commission expires: Jan. 10th 2026

JINAH RAI LEE
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22564950
My Commission Expires Jan 10, 2026

Voluntary

Annexation Application

Corporation

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only

Case No.: 000-22
Filing Fee: $0.00
Received: _____
Proj. No.: _____

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Ashok Patel Phone No. 615-545-6837

Email: ashokpatelabc@gmail.com

Applicant Name: Ashok Patel Phone No. 615-545-6837

Email: ashokpatelabc@gmail.com

Mailing Address: 3017 Abigail St, Joplin, MO

Annexation Property Location: W 32nd St, approx. 3500' west of S John Duffy Dr

Present Use of Property: Vacant

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Ashok Patel **Telephone Number:** 615-545-6837

Property Address: W 32nd St, approx. 3500' west of S John Duffy Dr

1. **Is the annexation the result of an out-of-town sewer agreement?** ____ **Yes** X **No**
2. **Is this property residential property?** ____ **Yes** X **No**
3. **Are there any businesses located on this property?** ____ **Yes** X **No**

If yes, how many businesses are located on this property? ____

Please list the following information for each business located on the property:

Business #1:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ **Yes** ____ **No**

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ **Yes** ____ **No**

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ **Yes** ____ **No**

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ **Yes** ____ **No**

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ **Yes** ____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

MMENTS

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ____X____No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

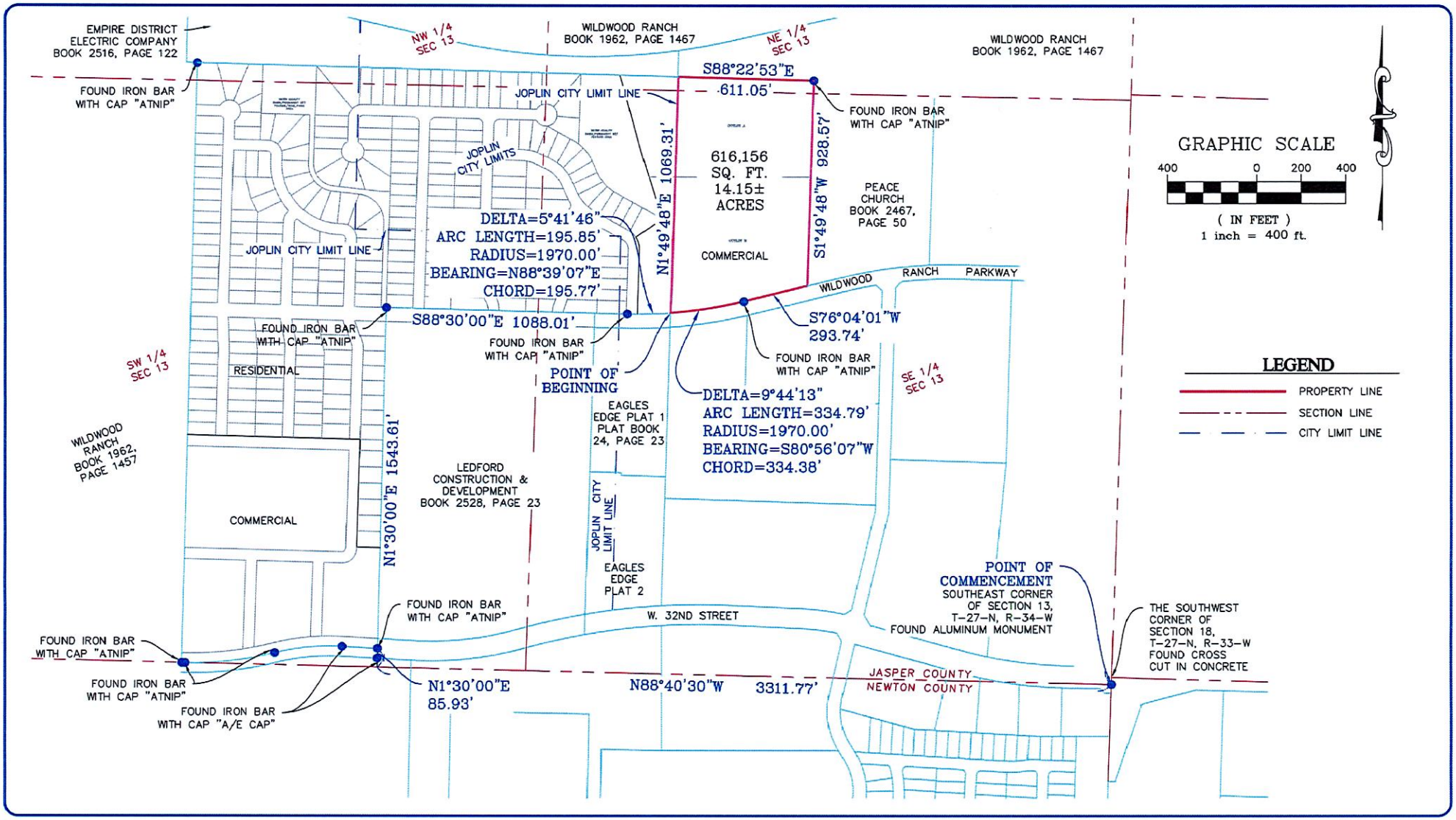
Do you plan to build residential living units on the property ____X____Yes _____No

If Yes, how many

Single-family house(s)	252	Amount
Duplex(s)	23	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	2	Amount

Are (or Will) the living unit(s) be on a well _____ Yes ____X____No
If NO, please furnish the name of the water company Missouri American Water

Are (or Will) the living unit(s) have a septic system? _____ Yes ____X____ No
If NO, please furnish the name of the municipal sewer system City of Joplin



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ANNEXATION SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

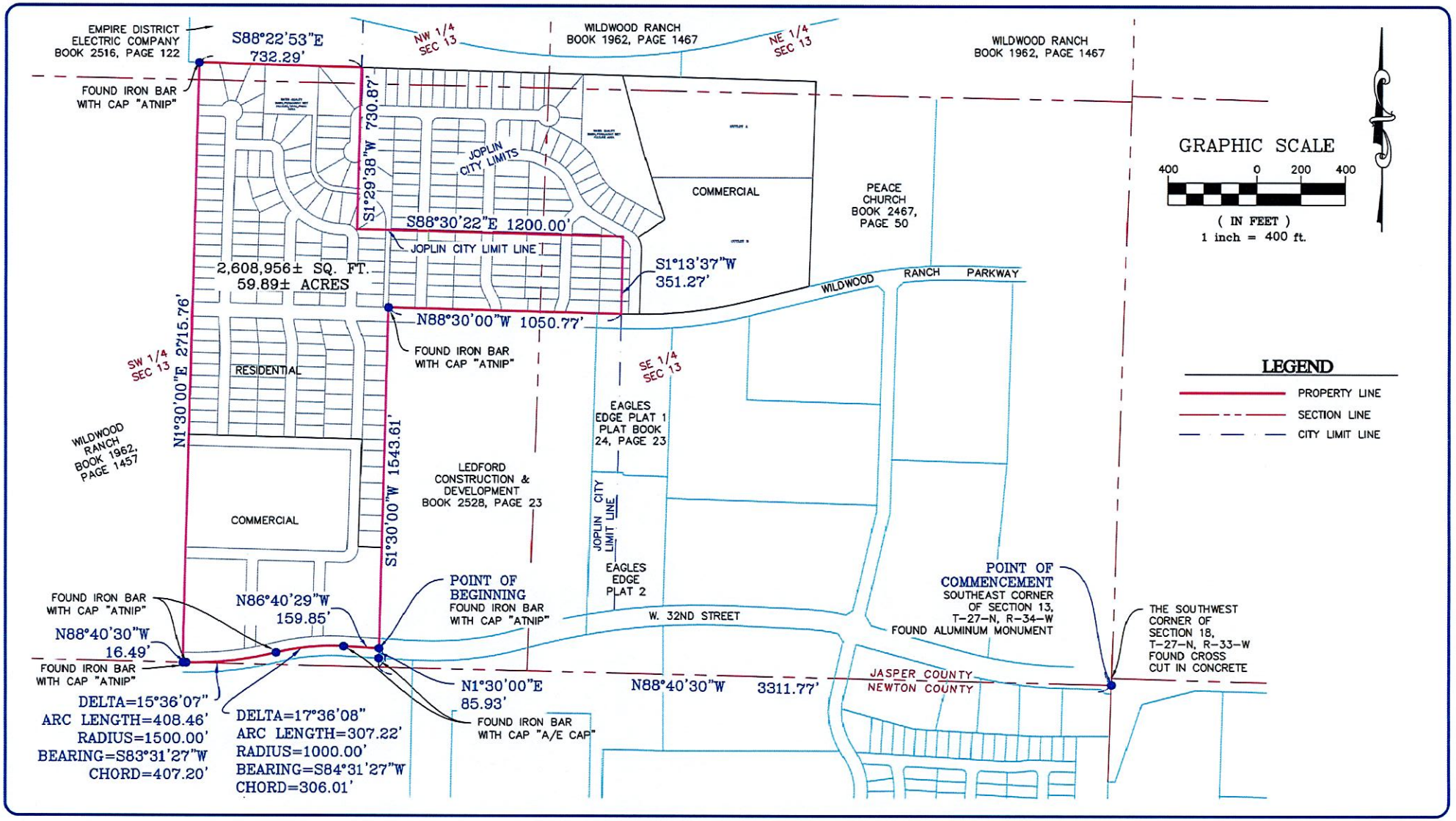
DRAWN BY: SLM	FIELD BY:
DATE: 3-22-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP-100-6974

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

ANNEXATION TRACT
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 1543.61 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP" SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 88°30'00" EAST, 1088.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 195.85 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 88°39'07" EAST, A DISTANCE OF 195.77 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE; THENCE ALONG SAID JOPLIN CITY LIMITS LINE, NORTH 01°49'48" EAST, 1069.31 FEET; THENCE SOUTH 88°22'53" EAST, 611.05 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 01°49'48" WEST, 928.57 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 76°04'01" WEST, 293.74 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 334.79 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 80°56'07" WEST, WITH A DISTANCE OF 334.38 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 14.15 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ANNEXATION SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 3-20-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP-100-6970

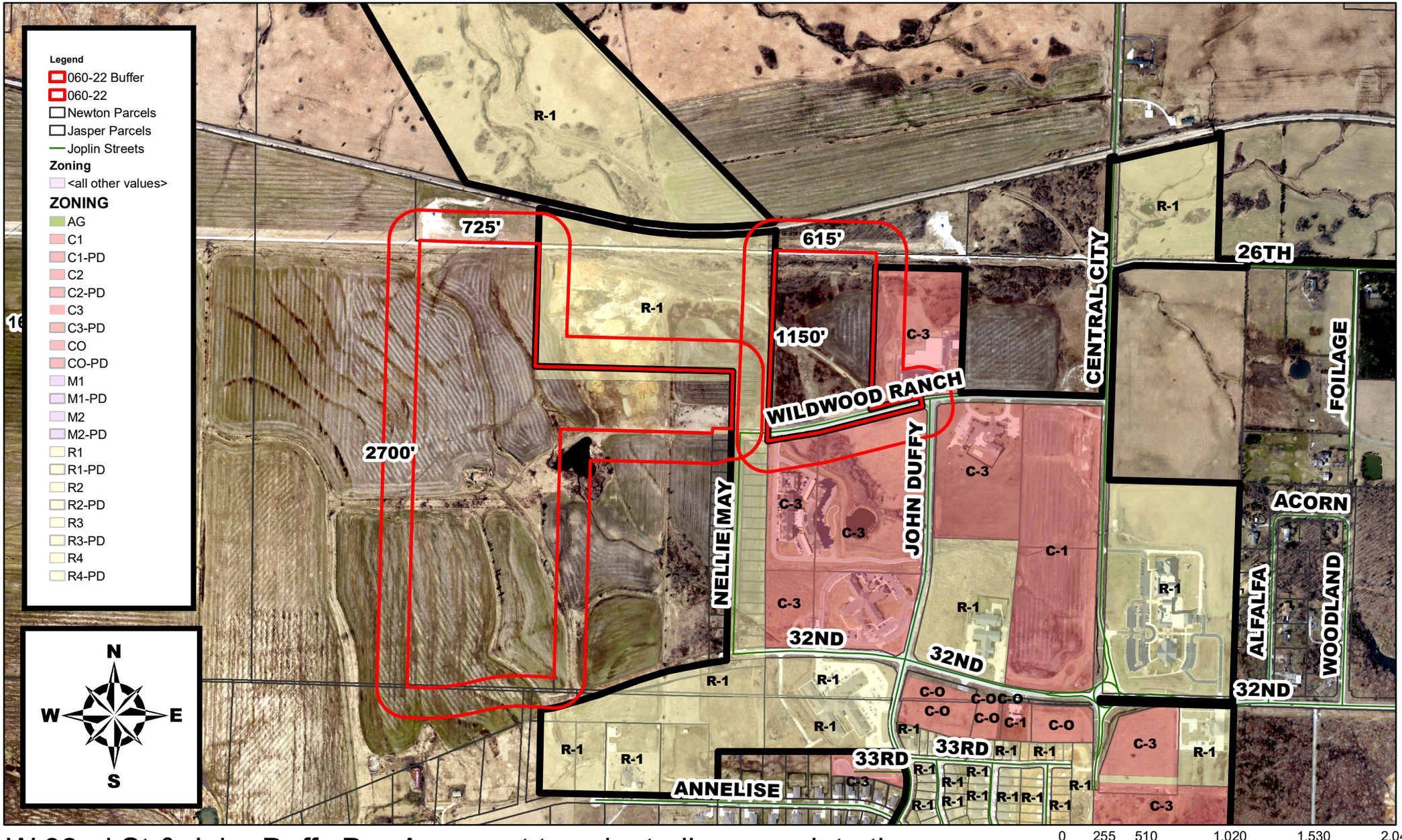
ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

ANNEXATION TRACT
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE NORTH 86°40'29" WEST, 159.85 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 307.22 FEET ALONG A 1000.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 84°31'27" WEST, A DISTANCE OF 306.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 408.46 FEET ALONG A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 83°31'27" WEST, WITH A DISTANCE OF 407.20 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 88°40'30" WEST, 16.49 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 2715.76 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 88°22' 53" EAST, 732.29 FEET TO THE EAST LINE OF THE JOPLIN CITY LIMIT LINE; THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING THREE COURSES, SOUTH 01°29'38" WEST, 730.87 FEET; THENCE SOUTH 88°30'22" EAST, 1200.00 FEET; THENCE SOUTH 01°13'37" WEST, 351.27 FEET TO THE NORTH LINE OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°30'00" WEST, 1050.77 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, SOUTH 01°30'00" WEST, 1543.61 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 59.89 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

Case 060-22 - Voluntary Annexation



W 32nd St & John Duffy Dr - A request to voluntarily annex into the City of Joplin - Ashok Patel

P & Z Case 060-22
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-260 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00"

EAST, 1543.61 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP" SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 88°30'00" EAST, 1088.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 195.85 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 88°39'07" EAST, A DISTANCE OF 195.77 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE; THENCE ALONG SAID JOPLIN CITY LIMITS LINE, NORTH 01°49'48" EAST, 1069.31 FEET; THENCE SOUTH 88°22'53" EAST, 611.05 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 01°49'48" WEST, 928.57 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 76°04'01" WEST, 293.74 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 334.79 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 80°56'07" WEST, WITH A DISTANCE OF 334.38 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 14.15 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE NORTH 86°40'29" WEST, 159.85 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 307.22 FEET ALONG A 1000.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 84°31'27" WEST, A DISTANCE OF 306.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 408.46 FEET ALONG A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 83°31'27" WEST, WITH A DISTANCE OF 407.20 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 88°40'30" WEST, 16.49 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 2715.76 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 88°22' 53" EAST, 732.29 FEET TO THE EAST LINE OF THE JOPLIN CITY LIMIT LINE; THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING THREE COURSES, SOUTH 01°29'38" WEST, 730.87 FEET; THENCE SOUTH 88°30'22" EAST, 1200.00 FEET; THENCE SOUTH 01°13'37" WEST, 351.27 FEET TO THE NORTH LINE OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH

88°30'00" WEST, 1050.77 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, SOUTH 01°30'00" WEST, 1543.61 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 59.89 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-261 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 011-23: Rezoning - A Request to Rezone from District C-3 (Commercial) to M-2 (Industrial) for Property located at 6701 E 26th St to develop a truck and trailer storage facility – Luke Gibson (representative of the owner)

BACKGROUND:
The existing building on the property is a single-family home, which tenants are currently renting. The owner plans to demo the house and develop a truck and trailer storage site on the property. While C-3 is permissive of storage/warehousing for the proposed development, M-2 is more appropriate for the intensity.

PLANNING & ZONING COMMISSION TESTIMONY:
The applicant spoke to represent the case. There was no comment from the commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-261
Planning & Zoning Commission recommends approval of Case 011-23 (7 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 011-23: Rezoning

Rezoning-A Request to Rezone from District C-3 (Commercial) to M-2 (Industrial) for Property located at 6701 E. 26th St. to develop a truck and trailer storage facility-Luke Gibson (representative of the owner)

Luke Gibson, 2650 E. 32nd St. Suite 221, Joplin, Mo. He stated he was asking to rezone the property to accommodate a distribution and trucking business from California. This would serve his business as well as other businesses who wish to store trucks and trailers in the area.

Mr. Kimble asked if there were any questions from the Commission on Case 011-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 011-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 011-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 011-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 011-23 A request to rezone from C-3 (Commercial) to M-2 (Heavy Industrial).

LOCATION 6701 E 26th St, Joplin, MO 64804

APPLICANT Luke Gibson

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Single-Family Residential	Approximately 12 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	MODOT ROW	M-2	C-3	MODOT ROW
Land Use	I-44	Vacant	Storage/Warehousing	I-44

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th St	Local	20′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. There is existing property to the South with the same use as proposed for this property (truck and trailer storage). There is M-2 zoning present adjacent to the East.

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

The proposed use is already permitted under C-3, however, the request for M-2 zoning is the most appropriate zoning for storage/warehousing.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The proposed use matches the existing uses in the area.

DISCUSSION

The existing building on the property is a single-family home, which tenants are currently renting. The owner plans to demo the house and develop a truck and trailer storage site on the property. While C-3 is permissive of storage/warehousing for the proposed development, M-2 is more appropriate for the intensity.

Staff recommends approval of Case 011-23.

ENCLOSURES

- Map of property
- Application

DocuSign Envelope ID: 3B16BA43-60A1-4212-A0A2-0C7F30DA9ED6

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 011-23
Filing Fee: $550.00
Received: 2-1-23
Date Advertised:
Proj. No.: 23-076
Public Hearing Date:

Applicant: Luke Gibson (Glenn Group LLC) Phone No.: (417) 359-6868
Address: 2650 E 32nd St. Ste 221 Joplin MO 64804 Email: LUKE@GLENNGROUPLLC.COM
Owner: Gurnam Singh (Boparai Transport) Phone No.: (559) 274-8251
Address: PO Box 9367 Fresno CA 93792 Email: SUNNY@BOPARAIFRESNO.COM
Location of Property: 6701 E 26th St. Joplin MO 64804
Present Use of Property: Vacant Single Family Residence
Proposed Use of Property: Truck + Trailer Storage
Current Zoning: C-3 Requested Zoning: M-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Easement (MoDot)	N/A
South	Private Road (JIDA)	M-2
East	Vacant Land (JIDA)	M-2
West	Easement (MoDot)	N/A

Character of the Neighborhood: Industrial Property borders Crossroads Business Park and is across road from Caseys Dist. Center.

DocuSign Envelope ID: 38168A43-60A1-4212-A6A2-0C7F30DA9ED6

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☒	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: OUTDOOR STORAGE AS WELL AS VEHICLE SERVICE AND REPAIR ARE M-2 REQUIREMENTS.

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: PROSPERITY

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

DocuSign Envelope ID: 3B1B8A43-80A1-4212-A8A2-8C7F30DA9ED8

☐ ☒ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: WATER RETENTION/DETENTION WILL BE ADEQUATELY ENGINEERED AND INSTALLED PER CITY REQUIREMENTS.

Unique Characteristic of Property and/or Additional Comment:

WHILE CURRENTLY ZONED C-3, THIS PROPERTY IS SITUATED IN CROSSROADS BUSINESS PARK & HAS AN EXCELLENT OPPORTUNITY TO SERVE THE PARK & ITS BUSINESSES.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: DocuSigned by: Gurnam Singh 0517B8851444A0... **Date:** 2-1-23

Recorded in Jasper County, Missouri
Recording Date/Time: 12/30/2022 at 08:48:36 AM
Book: 2668 Page: 165
Instr #: 2022021575
Type: TD
Pages: 2
Fee: $27.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Trustee's Deed
(Out of Trust)

This Deed, made and entered into on December 27, 2022, by and Fuller, Trustee of the Frank and Janice Fuller Living Trust dated Se December 3, 1993, as Amended and **Grantee(s):** Boparai Transport **Mailing Address of the Grantee(s):** 5839 N. Sycamore Ave, Fresno, CA

Witnesseth, that the trust is in full force and effect and has not ter Grantor(s) is/are the duly appointed qualified and currently acting trustee trust. The Grantor(s), for and in consideration of the sum of One Dol consideration paid by the Grantee(s), the receipt of which is hereby ac presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Gra Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE N SECTION 15, TOWNSHIP 27, RANGE 32, NOW IN THE CITY OF JOPLIN, J EXCEPT ALL OF THE SOUTH 10 FEET THEREOF, AND EXCEPT BEGINNING SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWE 25 FEET, THENCE NORTHEASTERLY TO A POINT 15 FEET NORTH OF THE THENCE SOUTH 15 FEET TO THE POINT OF BEGINNING, AND EXCEPT A FOR HIGHWAY RIGHT OF WAY AND EAST 26TH STREET.

In Witness Whereof, the Grantor(s) has/have executed these presents t written.

Frank B Fuller, Trustee of the Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended

Frank Budd Fuller

Frank B Fuller, Trustee

Trustee

State of Kansas }
} ss.
County of Allen }

On December 27, 2022, before me, personally appeared Frank B Fu person(s) who executed the foregoing instrument in behalf of The Fran dated September 1, 1990, as restated December 3, 1993, as Amended he executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my State aforesaid, the day and year first above written.

Patsy

My Term Expires: 1-17-2025

NOTAR

GLENN GROUP COMMERCIAL

Luke Gibson
(417) 359-6868
luke@glenngroupllc.com

David Glenn
(417) 434-4845
theglenngroup@yahoo.com

Rezoning Statement
6701 E 26th
Joplin, MO 64804

We are requesting the City of Joplin to approve the necessary measures in order for this property to be rezoned from C-3 to M-2. The reasoning for this zoning change is so Boparai Transport can establish a truck and trailer storage lot. This lot would not only serve Boparai Transport and bring their business to Joplin, MO, but can also fulfill the needs of distributors in the area needing a place to park a truck or trailer for a period of time, something we are currently lacking in the Business Park. Traffic conditions that would change would be a slight increase in traffic along Prosperity going north from 32nd to the Property. The traffic would enter the lot at the southwest corner of the parcel, so traffic increases would not occur on the private road which runs east and west along the south border of the parcel. The proposed use of this parcel would be exterior truck and trailer storage, thus resulting in a minimal increase in fire hazard, if any. We do not feel this change will affect the character of the surrounding properties, as it is bordered on the east and south by an M-2 zoning, and the properties beyond those districts are also currently being used as industrial or distribution type uses. We feel this change will benefit the City of Joplin as it will bring a trucking/distribution company to Joplin that can serve its area manufacturers and distributors.

Thank you for your consideration

Luke Gibson
Agent for Gurnam Singh/Boparai Transport
Glenn Group Commercial Real Estate

Recorded in Jasper County, Missouri
Recording Date/Time: 12/30/2022 at 08:48:36 AM
Book: 2668 Page: 165
Instr #: **2022021575**
Type: **TD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Trustee's Deed
(Out of Trust)

This Deed, made and entered into on December 27, 2022, by and between **Grantor(s):** Frank B Fuller, Trustee of the Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended and **Grantee(s):** Boparai Transport Inc., a California corporation **Mailing Address of the Grantee(s):** 5839 N. Sycamore Ave, Fresno, CA 93723

Witnesseth, that the trust is in full force and effect and has not terminated or been revoked, and Grantor(s) is/are the duly appointed qualified and currently acting trustee(s) under the above referenced trust. The Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, does/do by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 27, RANGE 32, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ALL OF THE SOUTH 10 FEET THEREOF, AND EXCEPT BEGINNING 10 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST 25 FEET, THENCE NORTHEASTERLY TO A POINT 15 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 15 FEET TO THE POINT OF BEGINNING, AND EXCEPT ANY PART TAKEN OR DEEDED FOR HIGHWAY RIGHT OF WAY AND EAST 26TH STREET.

**Grantor/Trustee herein states the date of death for Janice I Fuller was July 27, 2016, and that their marriage was subsisting and undissolved at the time of her death.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning laws or ordinances affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2022 and thereafter, and special taxes becoming a lien after the date of this deed.

FATCO

In Witness Whereof, the Grantor(s) has/have executed these presents the day and year first above written.

Frank B Fuller, Trustee of the Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended

Frank Budd Fuller

Frank B Fuller, Trustee

Trustee

State of Kansas }
} ss.
County of Ellen }

On December 27, 2022, before me, personally appeared Frank B Fuller, Trustee, known to be the person(s) who executed the foregoing instrument in behalf of The Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Patsy L Lasley

Notary Public

My Term Expires: 1-17-2025

NOTARY PUBLIC - State of Kansas
PATSY L. LASLEY
My Appt. Exp. 1-17-25

File No.: 1625992

STATE OF CA)
) ss.
COUNTY OF Fresno)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Gurnam Singh (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____

_____

(legal description) more commonly known as 6701 E 26th, Joplin, MO 64804. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Green Group LLC (Luke Green) to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 03/01/2023

_____
Signature of Owner

Gurnam Singh
Printed Name

_____
Signature of Owner

_____
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 1st day of March, 2023

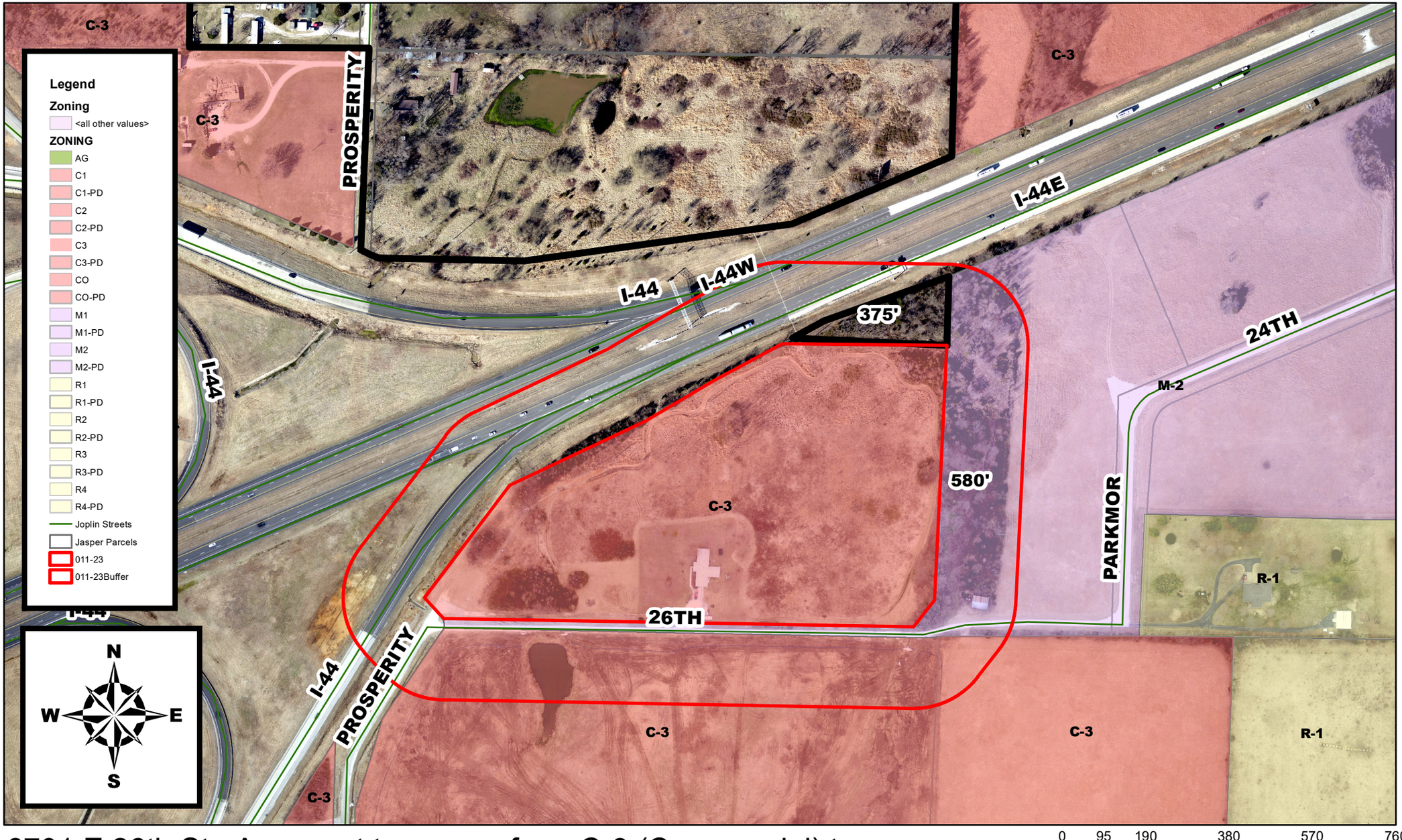
XOCHITL K. PEREZ
Notary Public - California
Fresno County
Commission # 2388118
My Comm. Expires Dec 24, 2025

_____
Notary

My commission expires: 12/24/2025

Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)

Case 011-23 - Rezoning



6701 E 26th St - A request to rezone from C-3 (Commercial) to M-2 (Heavy Industrial) - Luke Gibson

P & Z Case 011-23
Luke Gibson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-261 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District M-2 (Heavy Industrial) property as described below and located 6701 E 26th St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District C-3 (Commercial) the following described property and including in District M-2 (Heavy Industrial).

ALL OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 27, RANGE 32, NOWIN THE CTIY OF JOPLIN, JASPER COUN1Y, MISSOURI, EXCEPT ALL OF THE SOUTH 10 FEET THEREOF, AND EXCEPT BEGINNING 10 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST 25 FEET, THENCE NORTHEASTERLY TO A POINT 15 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 15 FEET TO THE POINT OF BEG NNING, AND EXCEPT ANY PART TAKEN OR DEEDED FOR HIGHWAY RIGHT OF WAY AND EAST 26TH STREET.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-262 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 012-23: Rezoning - A Request to Rezone from District R-1 (Single-Family Residential) to C-3 PD (Commercial – Planned District) for Property located at 2501 East 20th St to operate administrative and counseling offices – Rapha House International

BACKGROUND:
The rezoning is necessary for Rapha House International to operate under their proposed use. It is consistent with the existing neighborhood and there will be minimal work to the site. The change in zoning will not be detrimental to nearby property. The C-3 PD continues to the West of this property along E 20th St. These properties are vacant and commercial. This request is consistent with the Comprehensive Plan. With existing commercial properties along E 20th St, this request is suitable for the existing neighborhood. Staff recommended rezoning to C-3 PD to maintain consistency along E 20th St.

PLANNING & ZONING COMMISSION TESTIMONY:
The applicant spoke to represent the case. Mr. Rosenberg expressed concern because of the R-1 single family houses North of 20th St. Commissioners inquired about rezoning to C-1 PD instead of C-3 PD. Staff explained that it made sense to continue the adjacent zoning districts, as there is C-3 PD adjacent, but that there is also C-1 PD in the area as well, so Commissioners had the option to amend the rezoning. Rapha House would still be able to operate their proposed use under C-1 PD.

PUBLIC COMMENT;
Dana Parker, a resident North of Rapha House's proposed new building, stated that the City needed to put in detention if the property was rezoned. She stated her property has problems with flooding. Mr. Bolander stated that he had been at the site. He stated that he did not have enough information concerning storm water to give at this time, and that he would have to follow up with engineering to

report back to the commission. The commissioners inquired about installing any detention and Mr. Bolander stated that unless they are doing an addition the City cannot require them to.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-262
Planning & Zoning Commission recommends amending Case 012-23 that Case 012-23 be rezoned to C-1 PD (6 in Favor, 1 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 012-23 A request to rezone from R-1 (Single Family Residential) to C-3 PD (Commercial Planned District).

LOCATION 2501 E 20th St, Joplin, MO 64804

APPLICANT Rapha House International

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Church	Approximately 120 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	C-3 PD
Land Use	Single-Family Residential	Single-Family Residential	Single-Family Residential/Church	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th St	Arterial	80′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. With existing commercial properties along E 20th St, this request is suitable for the existing neighborhood. Staff recommended rezoning to C-3 PD to maintain consistency along E 20th St.

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

Rapha House International plans to use this property as a commercial office. They plan on minimal exterior modifications (extending the sidewalk and eliminating the steeple on the existing building), and an interior remodel to suit their needs.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The C-3 PD continues to the West of this property along E 20th St. These properties are vacant and commercial.

DISCUSSION

The rezoning is necessary for Rapha House International to operate under their proposed use. It is consistent with the existing neighborhood and there will be minimal work to the site.

Staff recommends approval of Case 012-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 02-23
Filing Fee: $550.00
Received: 2-1-23
Date Advertised:
Proj. No.: 23-025
Public Hearing Date: 3-13-23

Applicant: Rapha House International Phone No.: 417-621-0373

Address: PO BOX 1569 Joplin, MO 64802 Email: bfreed@rapha.org

Owner: Rapha House International Phone No.: 417-621-0373

Address: 2501 East 20th Street Joplin, MO 64804 Email: bfreed@rapha.org

Location of Property: 2501 East 20th Street Joplin, MO 64804

Present Use of Property: Unoccupied former church building

Proposed Use of Property: Administrative and Counseling Offices

Current Zoning: R1 Requested Zoning: C3PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential	R1
South	Residential	R1
East	Commercial	C1PD
West	Commercial	C3PD

Character of the Neighborhood: 20th street corridor has been improved folowing the tornado the majority of the lots on the North side of 20th have already been rezoned for commercial use

Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Although we are a registered 501c3 nonprofit entity Rapha International will be providing counseling services at this address and in some cases charging for these services

Rapha belives that the existing property will be used more in a commercial use than it previously was as residential

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: 20th Street

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
○	○	Are lots appropriately sized?
○	○	Is street right-of-way appropriately sized?

○ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	○	Completed and signed application.
☒	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
○	○	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 2-1-23

RAPHA
INTERNATIONAL

RAPHA.ORG
417.621.0373
PO BOX 1569 JOPLIN, MO 64802

Rapha International requests that the property located at 2501 E 20th Street Joplin, MO 64804 be rezoned from Residential (R1) to Commercial (C3PD).

The rezoning will allow Rapha International to move its International administrative headquarters as well as its outpatient counseling services from our current location on 712 S Main street. Although, we love our downtown location, the need for our counseling services has outgrown our ability to serve the public in our current facility. Rapha International purchased the existing building on October 20th, 2022 with the intention of raising funding to remodel the former church building for use as our administrative headquarters, an outpatient counseling program and a training auditorium for bringing in both public and governmental groups for education and training in human trafficking, sexual exploitation and child abuse and treatment.

Rapha has raised approximately 70% of our funding goal and we are ready to proceed with the remodel process as we continue to raise the additional funding needed. As 20th street is a major east-west arterial road and is already a four-lane roadway, we do not see any problems with additional traffic at this location. The properties along this corridor are mostly already rezoned for commercial use, so this rezoning will align with the current use of the surrounding properties.

Rapha believes that this rezoning will be a benefit to the citizens of the Joplin community, by allowing easier access to our counseling services with adequate parking and a separate entrance for privacy. This property will also benefit the community by being able to use the former church auditorium as a meeting and training room for law enforcement, schoolteachers and other social workers to learn about the signs and symptoms of child abuse and sexual exploitation.

Warranty Deed by Corporation

KNOW ALL MEN BY THESE PRESENTS:

On the 20th day of October 2022, That, **St. James United Methodist Church of Joplin, Missouri,** as **Grantor**, in consideration of TEN & 00/100 DOLLARS, to it paid by **Rapha House International, Inc.,** as **Grantee(s)**, mailing address of said first named grantee is

PO Box 1569, Joplin, MO 64802

the receipt whereof is hereby acknowledged, and by virtue and pursuance of a resolution of the Board of Directors of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee(s), their heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jasper and State of Missouri to wit:

All of Lots Numbered One Hundred Eight (108), One Hundred Nine (109) and One Hundred Ten (110) in BANKERS THIRD ADDITION to City of Joplin, Jasper County, Missouri, EXCEPT the East 101.50 feet of Lot Numbered One Hundred Ten (110) and also except any part taken or deeded for 20th street.

This Deed is being executed pursuant to the winding up of St. James United Methodist Church of Joplin, Missouri a Missouri Non-Profit Corporation under Missouri Statute 351.476.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee(s), and unto their heirs and assigns forever. The said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of encumbrance done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said Grantee(s) and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, St. James United Methodist Church of Joplin, Missouri the said party of the first part, has caused these presents to be signed by its representatives, this the 20th day of October 2022.

Nathanael Berneking, Treasurer
St. James United Methodist Church of Joplin, Missouri

STATE OF MISSOURI }
} ss.
COUNTY OF ~~JASPER~~ Montgomery }

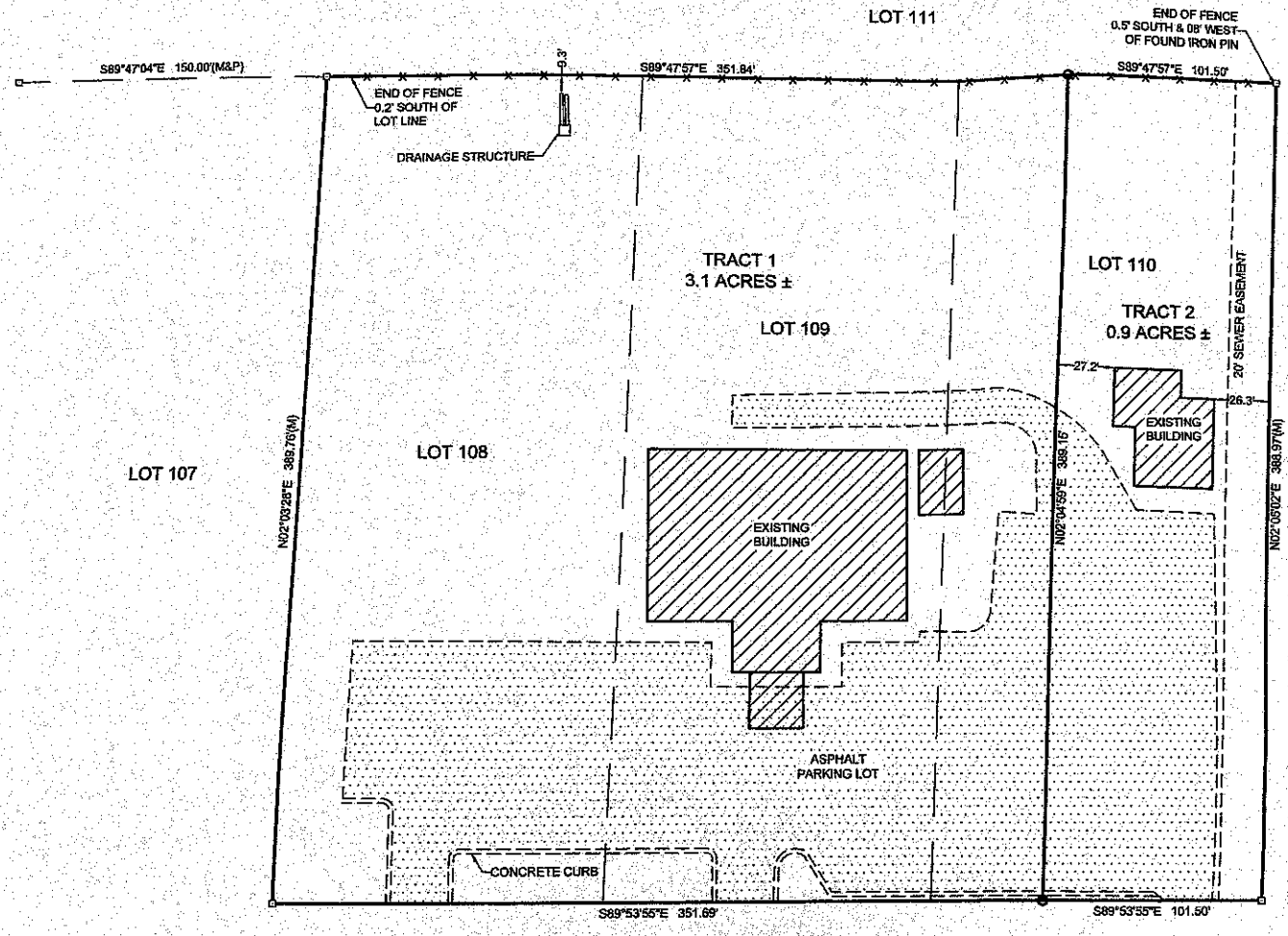
On this 20th day of October 2022

Before me personally appeared Nathanael Berneking, to me personally known, who being duly sworn did say that they are the Treasurer of St. James United Methodist Church of Joplin, Missouri and that the said instrument was signed on behalf of said Church by authority of its Board of Directors and the said Treasurer acknowledges said instrument to be the free act and deed of said Church.

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

Christa Dawn Edwards
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Montgomery County
COMMISSION # 14629137
MY COMMISSION EXPIRES: July 24, 2026

Notary Public: Christa Dawn Edwards
Commission Expires:



DESCRIPTION

TRACT 1
ALL OF LOTS NUMBERED ONE HUNDRED EIGHT (108), ONE HUNDRED NINE (109), AND ONE HUNDRED TEN (110) IN BANKERS THIRD ADDITION TO CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT THE EAST 101.50 FEET OF LOT NUMBERED ONE HUNDRED TEN (110) AND ALSO EXCEPT ANY PART TAKEN OR DEEDED FOR 20TH STREET.

TRACT 2
ALL OF THE EAST 101.50 FEET OF LOT NUMBERED ONE HUNDRED TEN (110) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR 20TH STREET.

BASIS OF BEARINGS

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

CLASS OF PROPERTY
URBAN

TYPE OF SURVEY
ORIGINAL

SOURCE DOCUMENTS
BOOK 1139 PAGE 697
BOOK 1710 PAGE 2351

FENCE NOTE

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

LEGEND

- ⊡ FOUND IRON PIN
- O SET IRON PIN
- (M) MEASURED
- (D) DEED
- (P) PLAT

N

0' 40' 80'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2022

STATE OF MISSOURI
BRIAN A. AINA
NUMBER
PLS-2003035
4/18/22
PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN JPM	DATE 4/18/2022
APPROVED BAA	DATE 4/18/2022
SCALE 1"=40'	SHEET 1 OF 1

UNITED METHODIST CHURCH SW DISTRICT
LOTS 108-110 BANKER'S 3RD ADD., JOPLIN
JASPER COUNTY, MO.
PROJECT # 22110

Case 012-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to C-3 PD (Commercial-Planned District) for Property located at 2501 E. 20th St. to operate administrative and counseling offices-Rapha House International

Mr. Brandon Freed, 712 S. Main St., Joplin, Missouri 64801. Mr. Freed stated they wanted to convert the church building into administration offices and a counseling center. They would relocate their administrative headquarters to this location.

Mr. Kimble asked if there were any questions from the Commission on Case 012-23.

Mr. Rosenberg asked why they were asking for C-3 instead of C-1.

Mr. Freed stated it was City staff recommendation.

Mr. Bellairs stated to stay with consistency along 20th Street.

Mr. Rosenberg stated that what that meant to him was that if Rapha House changed their mind or decided to sell it, they could put in a convenience store, liquor store, a marijuana store or a 24-hour gas station in if the property was zoned C-3. He asked for clarification.

Mr. Bolander stated you are correct. When you rezone C-3 you must allow all those usages under C-3. He stated he thought they were looking at an extension of the C-3-PD district that is located there already. He stated if you feel that was too heavy of a district, we do have C-1 PD located to the east. It could actually be an extension of that district as well. It sounds like C-1 PD would be an appropriate district to allow offices.

Mr. Rosenberg stated he felt more comfortable with the C-1 PD rather than the C-3.

Mr. Bolander stated you have every right to amend it. He said it sounds like if it was going to be restricted to office use that would be appropriate.

Mr. Freed stated was he correct that the property adjacent to the west is already C-3.

Mr. Bolander stated that is correct.

Mr. Freed stated doesn't it make sense to just continue with C-3 since they are already adjacent.

Mr. Bolander stated you can, but you also have C-1 PD to the east that is existing as well.

Mr. Rosenberg said to the east the zoning is C-1 and to the north you would abut some nice homes. Mr. Rosenberg stated he was not concerned about Rapha House, but he was concerned about the future. Once they rezone the property it remains rezoned.

Ms. Phillips stated plus there are additional lots that are not developed. Ms. Phillips said she agreed with Mr. Rosenberg that the rezoning was too close to R-1 single family residential.

Mr. Jackson asked Mr. Freed if he would be agreeable to C-1 or would you rather have C-3.

Mr. Freed stated that C-1 would fulfill their needs but obviously they plan on staying there a long time. They do not ha-ve any intention on moving but C-3 would be preferrable. He said he did not know what the future of the 20th Street development would entail.

Mr. Kimble asked if there were any other questions from the Commission on Case 012-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 012-23.

Dana Parker, 1808 SE Murphy Blvd., Joplin, Mo. She thanked Dr. Rosenberg for recognizing that they live there. She stated she has nothing against Rapha House, she believed they are a very good organization. She is terrified of the C-3. They live in a

wonderful neighborhood. It is quiet and they would like to keep that. Casa just moved in, and they do not have a problem with that. She stated their main problem was that if you go C-3 they need to put in a water retention pond because their property was being destroyed by the water coming off 20th Street. Across the street on the property they are buying, the previous owners put in big pipes to gush the water into their yard. She stated that everything they have built since the tornado had been destroyed. The water goes through their yard into the neighbor's yard and then across into someone else's pool. All their dirt. She said that is their big concern. Those large grassy areas that you mentioned belong to my brother and me. They had hoped to build more residences but there was too much water pooling down because there is no water retention pond in this location. She stated before the storm they never had an issue. Their basement floods constantly. They would like some recognition of that. Casa when they were building recognized there was an issue, and they built a better pond. She does not know how well it will work but they did try. She stated they would like to see something done, dig a hole, they do not want the water in their yard. That is their biggest problem. They are terrified of bars or filling stations going in their yard. They have always had a good neighborhood.

Mr. Jackson asked Ms. Parker as far as the water retention issues have you ever addressed the City.

Ms. Parker stated yes, and they always say they would get back to us.

Mr. Jackson stated he knew they were there before any of the development. He said he believed Rapha House would have less of an impact than putting in a car wash.

Ms. Parker stated absolutely.

Mr. Jackson asked if the City was looking into the impact of the addition of the adjacent properties on homeowners.

Mr. Bolander asked as far as water.

Mr. Jackson stated yes.

Mr. Bolander stated he was out on the property one day when she called. He was accompanied by the City Manager, and he believed Engineering had been looking into it. He does not know the extent of the conversation between Engineering and the homeowner. He stated he could check with engineering on the stormwater concerns. He said the requirements today whether it was C-3 or C-1 there must be storm water

retention. Any additions made on this property the water must be retained regardless of the zoning district it is in.

Ms. Parker stated they built a berm that didn't really do anything. They would have liked to have planted a garden. We cannot do anything. They have a large lot. She stated they have been told they do not need that by people of the City way back. She said they own this property, they take care of it, they are good citizens, they pay their taxes, and they obey the laws. They would like some courtesy in return. They want to protect their assets.

Mr. Jackson asked Mr. Bolander if those issues had been presented to Rapha House.

Mr. Bolander stated first we need to see what was discussed and what had been done. He said the last time he was out there was a couple of years ago. Mr. Bolander said if they are not making any additions to the building, they are not required to put in any storm water retention in if it is already being accommodated. He stated in relation to the onsite visit he did not have enough good information concerning storm water to give at this time. He would have to follow up with engineering and report back to the Commission.

Mr. Kimble asked if anyone else wished to speak in favor of Case 012-23.

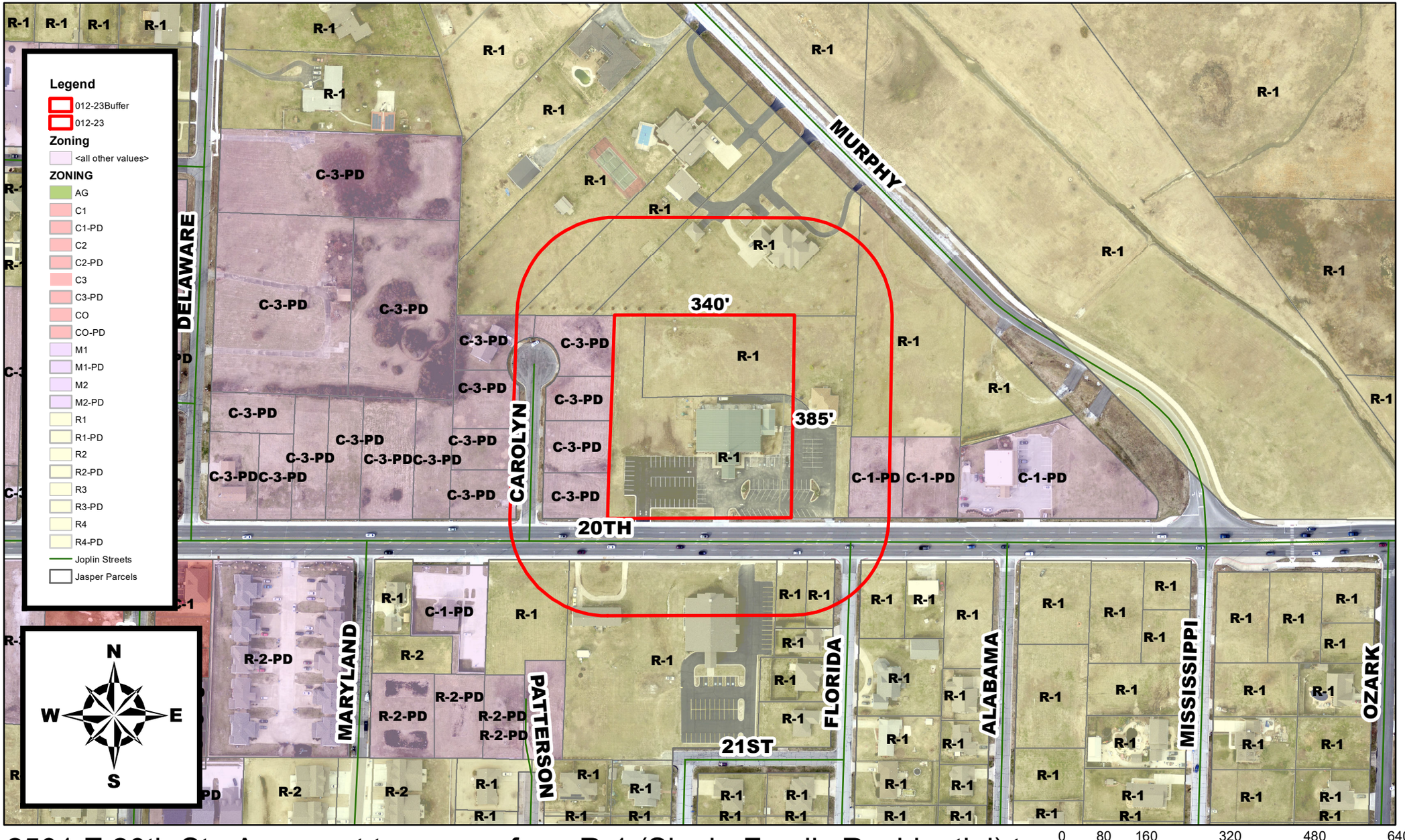
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 012-23.

There were none.

MR. JACKSON MOVED THAT CASE 012-23 BE MODIFIED FOR REZONING AT C-1 PD. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. MS. STEELE OPPOSED THE MOTION. (6 IN FAVOR, 1 NAY)

Case 0012-23 - Rezoning



2501 E 20th St - A request to rezone from R-1 (Single-Family Residential) to C-3 PD (Commercial Planned District) - Rapha House International

0 80 160 320 480 640
Feet

P & Z Case 012-23
Rapha House International
(P & Z Recommend Amending to C-1 PD)

AMENDED COUNCIL BILL NO. 2023-262 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Residential) and including in District C-1 PD (Neighborhood Commercial Planned District) property as described below and located 2501 E 20th St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Residential) and including in District C-1 PD (Neighborhood Commercial Planned District).

All of Lots Numbered One Hundred Eight (108), One Hundred Nine (109) and One Hundred Ten (110) in BANKERS THIRD ADDITION to City of Joplin, Jasper County, Missouri,EXCEPT the East 101.50 feet of Lot Numbered One Hundred Ten (110) and also except any part taken or deeded for 20th street.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-263 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 013-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Single-Family Residential homes. They are wanting to create 50' lots, which is why they are rezoning to R-2.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Phillips was confused as to why the applicant was requesting an R-2 zoning for single-family residential homes. Staff explained it was to meet the 50' lot width requirements.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-263
Planning & Zoning Commission recommends approval of Case 013-23 (6 in Favor, 0 Opposed, 1 abstained)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 013-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to R-2 PD (Two- Family Residential) for Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision-Ashok Patel

Logan Ellis, 811 E. 3rd St., Joplin, Missouri. He represented Anderson Engineering, and they were requesting the rezoning.

Mr. Rosenberg asked if these were being platted for single family.

Mr. Ellis stated it would be a mixture.

Mr. Rosenberg asked if it would be in the same zoning.

Mr. Bolander stated just for clarification under our last zoning code update because of the demand for 50′ ft. lots the old standard we allow that now but only in a R-2 district. He said that is the reason for the designation. The majority of the property would be for single family homes, but they do have some areas for mixed use, commercial and residential which is identified on the plat.

Mr. Rosenberg said okay.

Ms. Steele stated so your plan is to have some single family and in the future you may a Casey′s out there for instance, or something so is that why we are addressing different.

Mr. Ellis stated yes.

Ms. Steele said so your plan is to have a plan development for everything that is needed out there.

Mr. Bolander stated this area that you are looking at that is going to R-2 will primarily be single family residential. The lots themselves are not large enough to accommodate duplexes. But there are some other areas that you will see on the plat that could.

Ms. Phillips asked so why are we requesting zoning for R-2.

Mr. Bolander stated as he mentioned earlier, the zoning code allows for 50′ ft lots only in an R-2 district.

Mr. Kimble asked if there were any other questions from the Commission on Case 013-23.

There were none.

Mr. Kimble asked if anyone else wished to speak in favor of Case 013-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 013-23.

There were none.

MS. STEELE MOVED THAT CASE 013-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. MR. MCCULLOUGH ABSTAINED. (6 IN FAVOR, 1 ABSTAINED)

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 013-23 A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential).

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr.

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 60 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	Outside City Limits
Land Use	Vacant	Senior Living Center	Single-Family Residential/Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as a future Commercial/Residential Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wildwood Ranch Parkway	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The land is designated as a Residential/Commercial Opportunity Area on the Future Land Use Map.

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

The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Single-Family Residential homes. They are wanting to create smaller lots, so the applicant is seeking a R-2 zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is consistent with the planned future use for the area, and there are existing residential uses (senior living center) to the South.

DISCUSSION

This property is vacant. The owner wishes to annex the property into the City and develop it as Single-Family homes on smaller lots.

Staff recommends approval of Case 013-23.

ENCLOSURES

- Map of property
- Application

DocuSign Envelope ID: B04B47FC-55A5-408E-8315-BDFEC7B5C55B

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 013-23
Filing Fee: $550.00
Received: 2/2/23
Date Advertised:
Proj. No.: 23-078
Public Hearing Date: 3/13/23

Applicant: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Owner: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Location of Property: W 32nd St, approx. 3500' west of S John Duffy Dr

Present Use of Property: Vacant

Proposed Use of Property: Mixed-use residential

Current Zoning: R-1 Requested Zoning: R-2 PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	Residential
South	Vacant	Residential
East	Vacant/commercial	Residential/Commercial
West	Vacant	N/A

Character of the Neighborhood: All immediately surrounding area is undeveloped. Commercial and residential are located further south and east.

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Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Existing zoning of R-1 will not allow for the size of proposed lots

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: W. Wildwood Ranch Pkwy and W 32nd St.

Classification of Street(s):

Arterial ☑ Collector ☑ Local ☐

Right-of-Way Width: 32nd St: 90', Wildwood Ranch Pkwy: 65'

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

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◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
◉	○	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

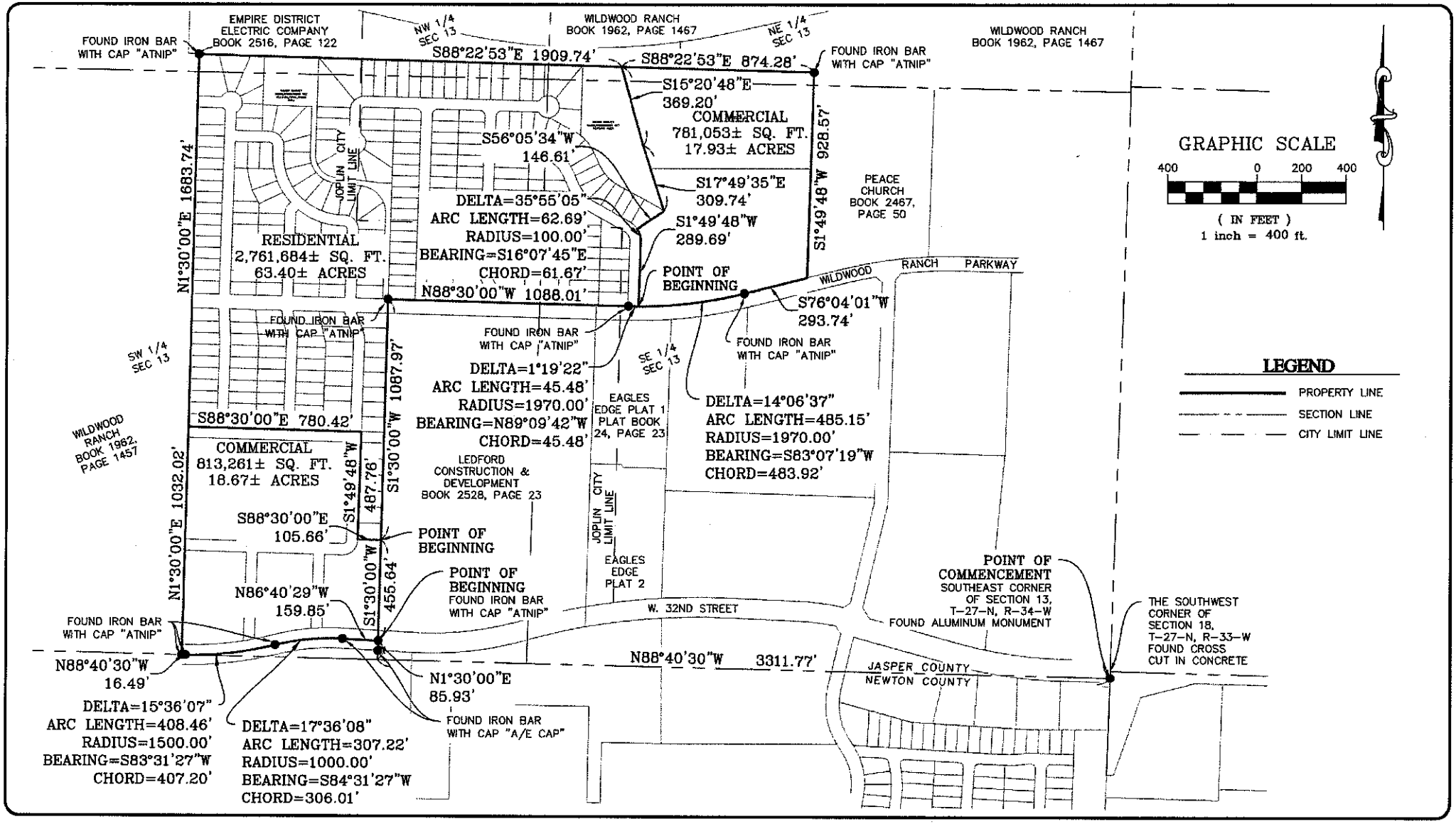
Signature: DocuSigned by: _____ 5BD141066504472 **Date:** 2/1/2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

RESIDENTIAL TRACT
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ZONING SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 1-26-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP--100-6904

DocuSign Envelope ID: D04B47FC-35A3-406E-8313-BDFEC7B9C33B

JOPLIN
MISSOURI

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
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7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

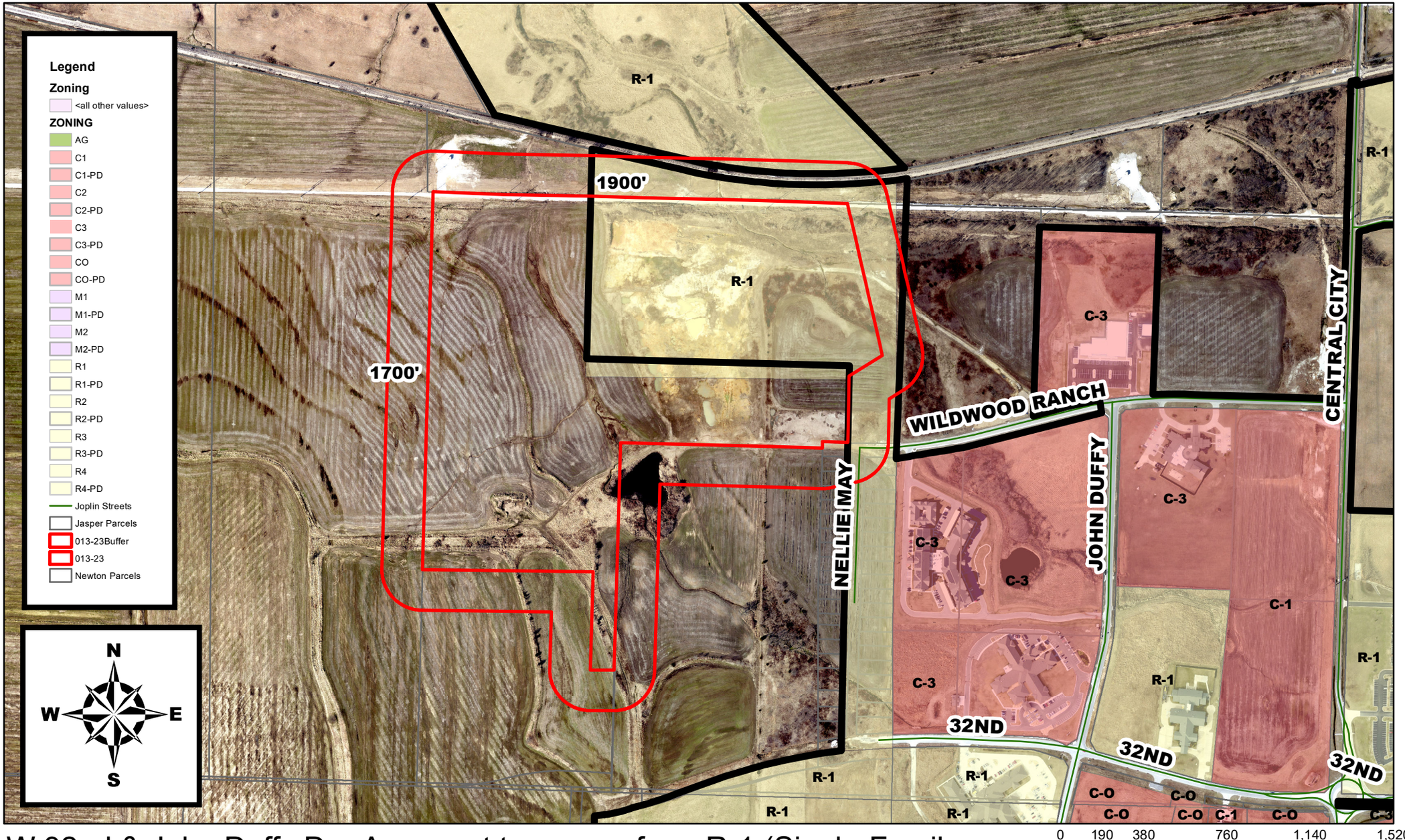
1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

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(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Case 013-23 - Rezoning



W 32nd & John Duffy Dr - A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) - Ashok Patel

P & Z Case 013-23
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-263 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 PD (Two-Family Residential Planned District) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District R-2 PD (Two-Family Residential Planned District).

RESIDENTIAL TRACT A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-264 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 014-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) for the Southwest part of Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 014-23 is the Southwest portion of the Annexation. These buildings will be commercial businesses on the ground floor, with residences above.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment or questions from the Commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-264
Planning & Zoning Commission recommends approval of Case 014-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 014-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) for the Southwest part of Property located at the intersection of W. 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Dr. to construct a new subdivision-Ashok Patel

Logan Ellis, 811 E. 3rd St., Joplin, Missouri. He represented Anderson Engineering, and they were requesting the rezoning.

Mr. Kimble asked if there were any other questions from the Commission on Case 014-23.

There were none.

Mr. Kimble asked if anyone else wished to speak in favor of Case 014-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 014-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 014-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 014-23 A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed-Use Commercial).

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr.

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
None	Vacant	Approximately 20 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	Outside City Limits
Land Use	Vacant	Senior Living Center	Single-Family Residential/Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future a Commercial/Residential Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wildwood Ranch Parkway	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The land is designated as a Residential/Commercial Opportunity Area on the Future Land Use Map.

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

The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Mixed-Use Commercial buildings. These buildings will be commercial businesses on the ground floor, with residences above.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is consistent with the planned future use for the area.

DISCUSSION

This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 014-23 is the Southwest portion of the Annexation.

Staff recommends approval of Case 014-23.

ENCLOSURES

- Map of property
- Application

DocuSign Envelope ID: B04B47FC-30A3-406E-8313-BDFEC7B5C05B

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 014-23
Filing Fee: $550.00
Received: 2/2/23
Date Advertised:
Proj. No.: 23-079
Public Hearing Date: 3/13/23

Applicant: Ashok Patel Phone No.: 615-545-6837
Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com
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Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Existing zoning of R-1 will not allow commercial development.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

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Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

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Yes	No	
◉	○	Is platting required?
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◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

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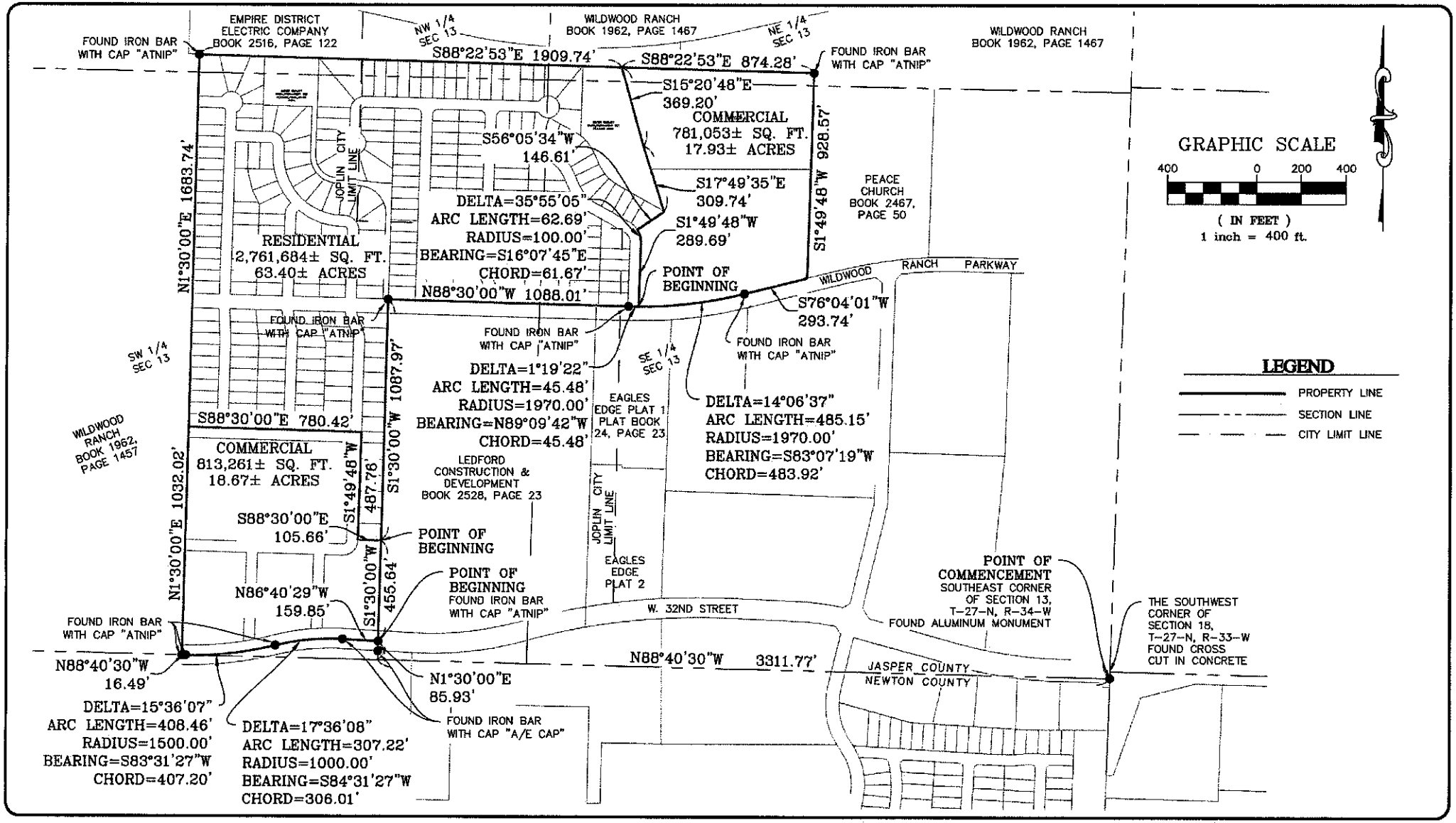
Signature: DocuSigned by: _____ 5BD141066504472... **Date:** 2/1/2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

COMMERCIAL TRACT (SOUTH)
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ZONING SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 1-26-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP-100-6904

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JOPLIN
MISSOURI

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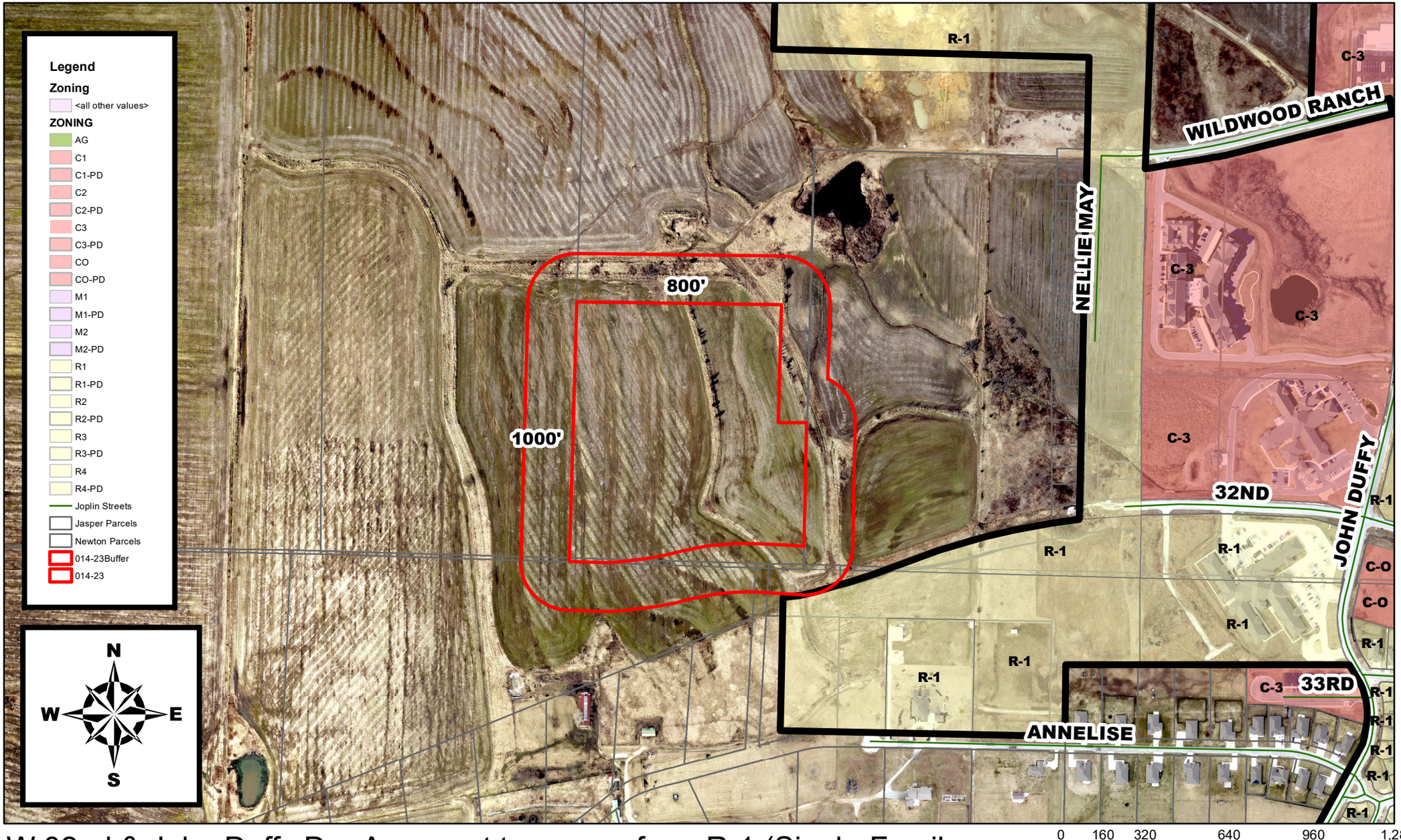
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3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

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(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Case 014-23 - Rezoning



W 32nd & John Duffy Dr - A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) - Ashok Patel

P & Z Case 014-23
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-264 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District MUC (Mixed Use Commercial).

COMMERCIAL TRACT (SOUTH) A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP", SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE NORTH 86°40'29" WEST, 159.85 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 307.22 FEET ALONG A 1000.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 84°31'27" WEST, A DISTANCE OF 306.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 408.46 FEET ALONG A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 83°31'27" WEST, WITH A DISTANCE OF 407.20 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 88°40'30" WEST, 16.49 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 1032.02 FEET; THENCE SOUTH 88°30'00" EAST, 780.42 FEET; THENCE SOUTH 01°49'48" WEST, 487.76 FEET; THENCE SOUTH 88°30'00" EAST, 105.66 FEET; THENCE SOUTH 01°30'00" WEST, 455.64 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34

WEST, JASPER COUNTY, MISSOURI. CONTAINING 18.67 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-265 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 015-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) for the Northeast part of Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 015-23 is the Northeast portion of the Annexation. These buildings will be commercial businesses on the ground floor, with residences above.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment or questions from the Commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-265
Planning & Zoning Commission recommends approval of Case 015-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 015-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) for the Northeast part of Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision-Ashok Patel.

Logan Ellis, 811 E. 3rd St., Joplin, Missouri. He represented Anderson Engineering, and they were requesting the rezoning.

Mr. Kimble asked if there were any other questions from the Commission on Case 015-23.

There were none.

Mr. Kimble asked if anyone else wished to speak in favor of Case 015-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 015-23.

There were none.

MR. JACKSON MOVED THAT CASE 015-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. STEELE SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 015-23 A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed-Use Commercial).

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr.

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 20 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	Outside City Limits
Land Use	Vacant	Senior Living Center	Single-Family Residential/Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future a Commercial/Residential Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wildwood Ranch Parkway	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The land is designated as a Residential/Commercial Opportunity Area on the Future Land Use Map.

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

The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Mixed-Use Commercial buildings. These buildings will be commercial businesses on the ground floor, with residences above.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is consistent with the planned future use for the area.

DISCUSSION

This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 015-23 is the Northeast portion of the Annexation.

Staff recommends approval of Case 015-23.

ENCLOSURES

- Map of property
- Application

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Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 015-23
Filing Fee: $550.00
Received: 2/2/23
Date Advertised:
Proj. No.: 23-080
Public Hearing Date: 3/13/23

Applicant: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Owner: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Location of Property: W 32nd St, approx. 3500' west of S John Duffy Dr

Present Use of Property: Vacant

Proposed Use of Property: Commercial

Current Zoning: R-1 Requested Zoning: MUC

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	Residential
South	Vacant	Residential
East	Vacant/commercial	Residential/Commercial
West	Vacant	N/A

Character of the Neighborhood: All immediately surrounding area is undeveloped. Commercial and residential are located further south and east.

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Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Existing zoning of R-1 will not allow commercial development.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: W. Wildwood Ranch Pkwy and W 32nd St.

Classification of Street(s):

Arterial ☑ Collector ☑ Local ☐

Right-of-Way Width: 32nd St: 90', Wildwood Ranch Pkwy: 65'

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

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◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
◉	○	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

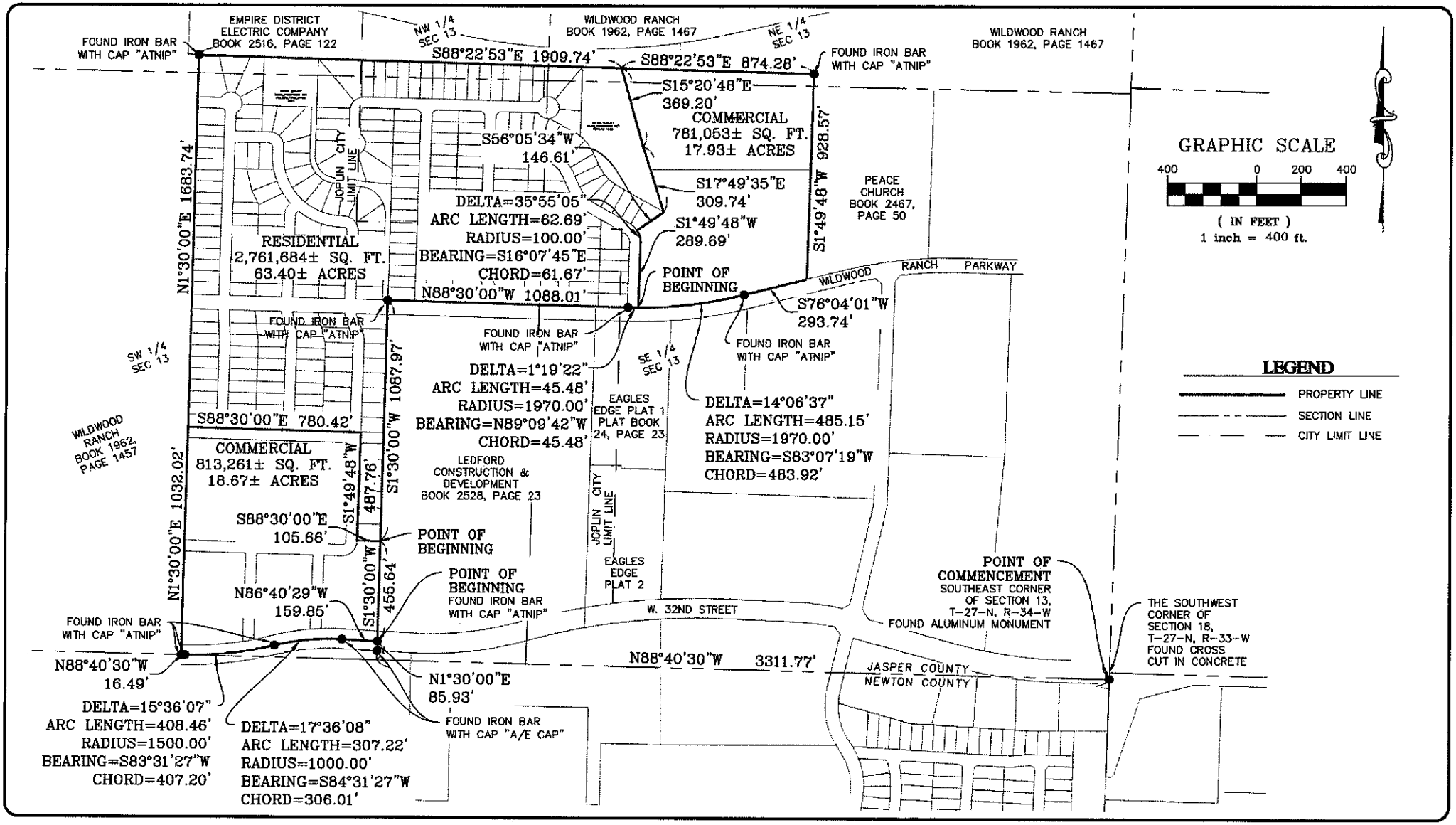
Signature: DocuSigned by: _____ 5BD1410665044... **Date:** 2/1/2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

COMMERCIAL TRACT (NORTH)
A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ZONING SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 1-26-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP-100-6904

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JOPLIN
MISSOURI

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

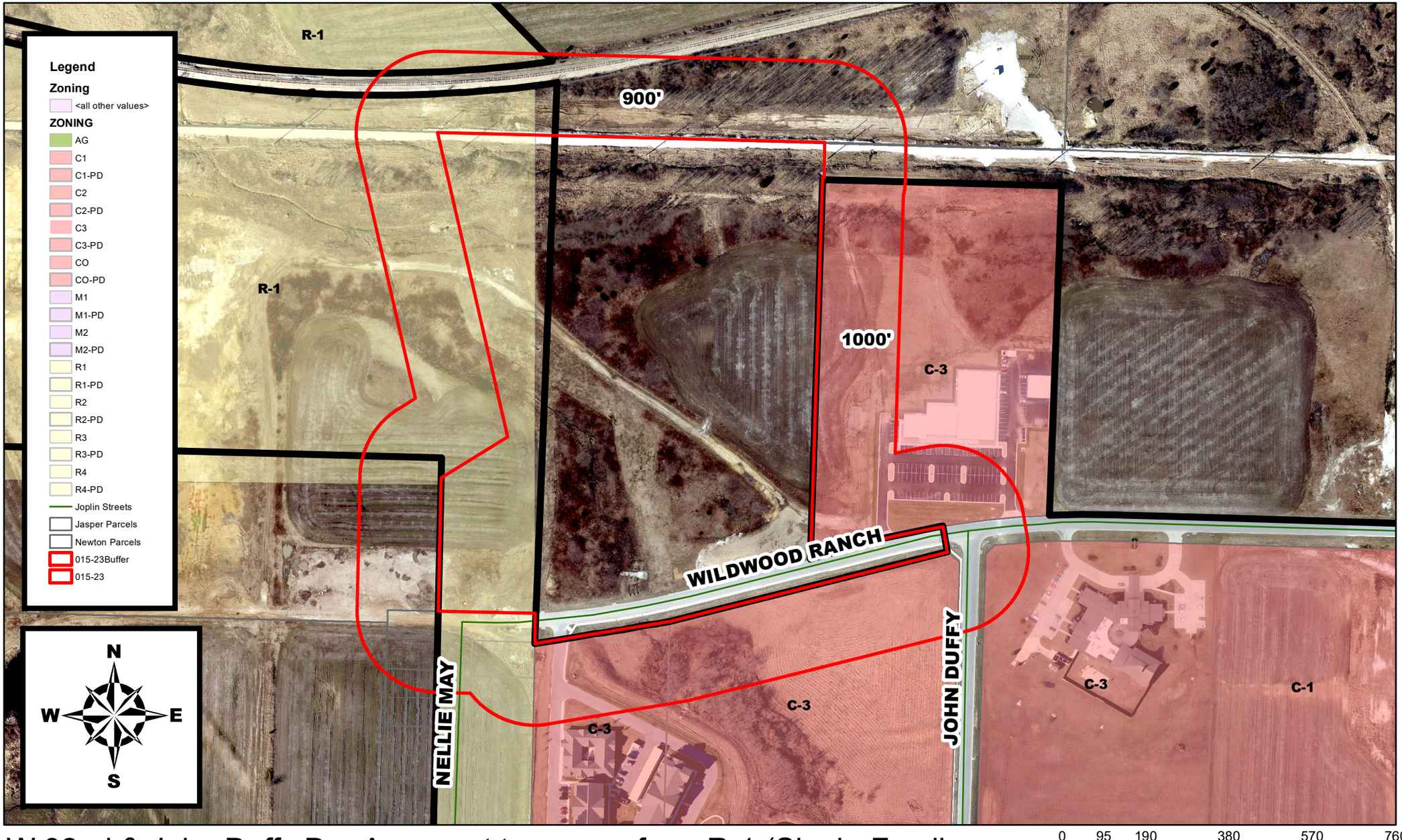
1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

DocuSign Envelope ID: D04B47FC-55A3-406E-8513-BDFEC7B5C53B

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Case 015-23 - Rezoning



W 32nd & John Duffy Dr - A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) - Ashok Patel

P & Z Case 015-23
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District MUC (Mixed Use Commercial).

COMMERCIAL TRACT (NORTH) A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, A RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. COTAINING 17.93 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-266 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 016-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) for Property located at 507 N Wall Ave. to remodel a duplex – Jerry Hill

BACKGROUND:
The existing building on the property is a single-family home, which the owner seeks to convert into a duplex. The owner is requesting an R-2 zoning, which is a continuation of the surrounding neighborhood, and is consistent with the Comprehensive Plan and the Future Land Use Map.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment or questions from the Commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-266
Planning & Zoning Commission recommends approval of Case 016-23 (4 in Favor, 3 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 016-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) for Property located at 507 N. Wall Ave. to remodel a duplex-Jerry Hill.

Mr. Jerry Hill, 111 Killdeer Rd., Rogers, Arkansas. Mr. Hill stated he would like to rezone this property from R-1 to R-2 to make it an up and down duplex.

Mr. Kimble asked so you are adding in a structure rather than rehabbing what is there.

Mr. Hill stated no, he was rehabbing what is currently there. He said it was previously a duplex up and down in the past decade. He was just turning it into what it once was.

Mr. Kimble asked if there were any other questions from the Commission on Case 016-23.

Ms. Phillips stated that entire block on that side of the street going to E Street is R-1. The opposite side on the west side is all R-1. Part of that is because there is a church and churches are R-1. As you go west all the properties on N. Pearl are R-1. Then as you go north of E Street, they are all R-1 going from Main Street clear over to Lone Elm. To the south are some R-2. She said to just bust that block up by putting it in R-2 she does not see how that helps the neighborhood. She stated it may help you sustainably make it pay for itself, but she was not in favor of busting up the block.

Mr. Hill stated if he was not mistaken the property across the street is commercial for that church.

Ms. Phillips stated technically it is residential R-1 because that is what churches are.

Mr. Hill asked if there were residences north on that same block that have multi-family residences.

Ms. Phillips said it could be non-conforming use, but it is zoned technically R-1. At least the last time this map was updated.

Mr. Bolander stated we must look at the existing zoning districts not necessarily the current use like the former request. It is primarily R-2 to the south of this request across D Street and to the east along Joplin Ave. He is asking for an extension of the R-2 district that is already present. Joplin has like pyramid zoning so in an R-3 district you could have duplexes and single-family homes. In R-2 districts you can have duplexes and single-family homes and in R-1 you just have single-family homes. So, even though you see a lot of existing R-2 districts most of those are single-family homes, but it would allow a duplex if someone wanted to build one.

Mr. Hill stated this property was not going to be changed in any way. It will have two separate families, one up and one down that was previously done before. There will be no modifications to the property at all.

Mr. Kimble asked if there were any other questions from the Commission on Case 016-23.

There were none.

Mr. Kimble asked if anyone else wished to speak in favor of Case 016-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 016-23.

Kenan Klein, 530 N. Wall Ave., Joplin, Missouri. Mr. Klein stated he had the privilege of living in North Heights for four years now and he loves seeing single-family homes in the neighborhood. He was concerned about it being broken up into duplexes and more people moving in as renters. They have seen a crime spike from the south side of this neighborhood. He would love for a single family to move in and own the property, own the space, and make it a safer place for all of them to live. It was just a preference he and other neighbors had.

Mr. Jackson asked if he was in the circle reflected on the diagram. He asked if Mr. Klein had signed a petition of protest that the City provides.

Mr. Klein stated he did not have a petition of protest sent to his house. He only saw the letter that came a week ago.

Mr. Jackson stated so City staff could probably provide better clarification that there is a form on the City website that you can get and print off and if you are in opposition and it requires more votes for it to pass if there is a certain percentage of property owners

who sign it and oppose it, but you must get it notarized. Mr. Jackson asked Mr. Bolander if he missed anything or if there was something he wanted to add.

Mr. Bolander stated no, that is exactly correct.

Ms. Phillips asked if any petitions had been submitted.

Mr. Bolander said no. It stated in the letter they received that you could acquire a petition from City staff or get it off the website.

Mr. Klein stated he missed that in the letter but that was good to know for next time.

Mr. Jackson said if you have a certain percentage go against it requires two-thirds of Council to approve it.

Mr. Kimble asked if anyone else wished to speak in opposition of Case 016-23.

MR. ROSENBERG MOVED THAT CASE 016-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. MS. PHILLIPS, MS. STEELE AND MR. JACKSON OPPOSED. (4 IN FAVOR, 3 NAY)

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 016-23 A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential).

LOCATION 507 N Wall Ave, Joplin, MO 64801

APPLICANT Jerry Hill

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant Single-Family Home	Approximately 0.3 Acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W D St	Local	50′
N Wall Ave	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. R-2 zoning is consistent with the Future Land Use classification of Low-Density Residential. R-2 is also consistent with the existing zoning of the neighborhood.

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

The owner seeks to renovate the existing building and convert the structure into a duplex. The owner is required to rezone for this use to be permitted.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is surrounded by existing R-2 zonings, which are all permitted by right to have Two-Family Residential dwellings.

DISCUSSION

The existing building on the property is a single-family home, which the owner seeks to convert into a duplex. The owner is requesting an R-2 zoning, which is a continuation of the surrounding neighborhood, and is consistent with the Comprehensive Plan and the Future Land Use Map.

Staff recommends approval of Case 016-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 06-23
Filing Fee: $550.00
Received: 2/3/23
Date Advertised:
Proj. No.: 23-021
Public Hearing Date: 3/13/23

Applicant: Jerry Hill Phone No.: 479-366-8408

Address: 111 Killdeer Rd. Rogers, AR 72756 Email: jmhilljr@cox.net

Owner: Jerry & Joy Hill Phone No.: 479-366-8408

Address: same Email: same

Location of Property: 507 N Wall Ave. Joplin, MO 64801

Present Use of Property: currently not in use

Proposed Use of Property: up/down duplex

Current Zoning: R1 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	(503) res.multi-family	R2
South	(520)res.improv	R1
East	(520)res.improv	R1
West	(681) EXEMPT	

Character of the Neighborhood: mixed use; with youth center on the property to the west, 2 mult-family units on the same street to the north and SFH's elsewhere.

Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: would like to renovate this house to the original use of an up/down duplex

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: N. Wall Ave. and "D" streets with an alleyway along the eastern border of property.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

double lot size and off-street parking; house is built to accomodate up/down duplex.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
◉	○	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 1/18/2023

situated in Jasper County, Missouri, described as follows:

ALL OF LOTS NUMBERED 105 AND 106 IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

LAYMAN'S DESCRIPTION: 507 NORTH WALL, JOPLIN, MISSOURI.

TO HAVE AND TO HOLD [illegible]

Reasoning for the rezoning of 507 N Wall Ave

This property is a 2 level house that was originally a top and bottom duplex. We would like to remodel this house back to its' original format of a top and bottom duplex.

The impact on the neighborhood would be that the house which has been abandoned and neglected for years would once again be lived in. This would keep the property maintained and discourage loiters and mischievous behavior in the neighborhood.

The impact on parking should be minimal to zero as there is already street parking available for this house. North Wall Ave. is a wide street and does accommodate street parking without obstructing traffic flow. This property has space for off street parking which will also be utilized.

In the updating of this house as a duplex, the house will be equipped to meet current fire codes.

Case 016-23 - Rezoning



507 N Wall Ave - A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) - Jerry Hill

P & Z Case 016-23
Jerry Hill
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-266 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) property as described below and located at 507 N Wall Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District R-2 (Two-Family Residential).

ALL OF LOTS NUMBERED 105 ANO 106 IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN.JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2023-05 – PY 2023 CDBG and HOME Action Plan.

MEETING DATE
April 17, 2023

REVIEWED BY
Director of Planning Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, Assistant City Manager – Tony Robyn, City Manager – Nick Edwards

SUMMARY
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 2023.

BACKGROUND
The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document. The process for developing the Once Year Action Plan included: Two public meetings (January 9, 2023, February 16, 2023); Two 30-day public comment periods (January 10 – February 8, 2023 and February 17 – March 18, 2023);

Expected FY2023 allocations are $539,147.00 CDBG funds and $553,537.00 HOME funds based on the previous fiscal year final allocation.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
2023 CDBG & HOME Action Plan
Resolution No. 2022-05



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

FY2023
ACTION PLAN

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

FY2022 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$539,147.00**
HOME INVESTMENT PARTNERSHIP:	**$553,537.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

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

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EAST TOWN AREA ($289,317 IN INFRASTRUCTURE IMPROVEMENTS)	
SLUM AND BLIGHT	2 FACADES

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$539,147.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$289,317.60**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on stormwater and sidewalk projects to improve connectivity to neighborhood amenities.

SLUM AND BLIGHT — $ 75,000.00

Façade rehabilitation of two storefronts in the Sunshine Lamp District

COORDINADED ENTRY PROGRAM — $ 50,000.00

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

HOMELESS COALITION HMIS FUNDING — $ 17,000.00

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

ADMINISTRATION AND PLANNING — $ 107,147.00

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 for the promotion of Fair Housing.

HOME INVESTMENT PARTNERSHIPS PROGRAM $553,537.00

HOUSING REHABILITATION ACTIVITIES — $ 200,000.00

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, and labor up to $25,000 per home. Soft costs are additional but not to exceed $2,500.00.

CHDO ACTIVITIES — $298,183.30

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

PROGRAM ADMINISTRATION ACTIVITIES — $ 55,353.70

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

Executive Summary

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

1. Introduction

The FY 2023 Action Plan identifies projects and activities meant to address the needs and goals of the 2020-2024 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year. This is the fourth Action Plan under the current consolidated plan.

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 Revitalization Activities (Infrastructure Improvements, specifically sidewalks however sanitary sewer and stormwater improvements are also needed)
- Public Services Activities (HMIS funding, Coordinated Entry Program, Neighborhood Clean Up & Tool Lending library)
- Homeowner Rehabilitation
- CHDO Homebuyer New Construction
- Neighborhood Plan for East Town neighborhood
- Façade Grants – Slum & Blight removal

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, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. Neighborhood Cleanup activities are undertaken annually, and the Tool Lending Library continues to operate for income qualifying residents of the City. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service projects. The Joplin HOME

Consortium has continued to meet the minimum required CHDO production for the timely expenditure of HOME funds. Production for the rehabilitation programs has been slowed due to high demand for contractors during the housing shortage, and increasing expenditures for the rehabilitation program will be a priority in the coming year. There was continuing difficulty with contractor availability in the 2022 program year, however, production is improving as the City moves into the 2023 program year.

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 in the publication of record for Jasper County, the Joplin Globe (January 9, 2021 at City Hall for the Public and Virtual attendance by the Homeless Coalition; and February 16, 2022 at Joplin Public Housing Authority)
- Two 30-day public comment period (January 10, 2023 - February 8, 2023 & February 16 – March 18, 2023)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 17, 2023 City Council Meeting; Council approved the plan via resolution at this meeting.

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

5. Summary of public comments

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

The entitlement program received one direct comment from the Homeless Coalition that public service funding is a high priority for services they provide. At the January 9th meeting, the general discussion surrounding the allocation of funds for all grants was positive. The February 16th meeting at the Public Housing Authority generated much more response. Recently, the public transit system in Joplin was suspended due to lack of drivers. A high degree of PHA residents are disabled and elderly. Many questions were related to the City plans to restore service. Community development accepted their questions and forwarded to City operations. Further comments were received for a need for a traffic study near the PHA which is anticipated to occur late 2023 and for a sidewalk repair near the PHA. City staff inspected the sidewalk and it was determined to be a filled utility cut that had failed, and operations went out to make repair to allow the disabled residents to better access the grocery store on that block. More specific comments were for improved street lighting, better addressing (discussed with

the director of the PHA) pedestrian improvements and need for police and preventative measures taken to prevent vandalism and theft in the area. Also, updating city codes to require a percentage of multifamily development to be LMI restricted, creating a task force for Senior Community by the City and update and add additional methods for soliciting public comment.

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

No comments received were not accepted, however, most were ineligible entitlement programs.

7. Summary

Based on feedback received during public meetings, additional venues for public comment will need to be explored, either online or targeted.

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

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

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

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

Table 1 – Responsible Agencies

Narrative

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

Consolidated Plan Public Contact Information

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

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 1510

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

1. Introduction

Consultation on the development of the plan occurred on a tighter timeframe than previous years as the plan has been further developed through public meetings and public comment.

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

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. The highest public participation was the public meeting held at the PHA in the formulation of this Action Plan. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs 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. Some potential strategies have been identified as part of the recently completed 2021 Comprehensive Joplin Housing Study. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to promote fair housing and to ensure regular contact and awareness of activities performed by both entities.

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. Furthermore, City department staff serve on the Homeless Coalition Board and committees including the Vice-Chair for the Homeless Coalition and chair of the Prioritization Committee. 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.

The City has recently received responses from a published RPF to hire a Consultant to develop a comprehensive homelessness plan. Any resulting plan will require a higher level of coordination between the City and the CoC.

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; However the involvement over the allocation of ESG funds is limited to staff serving as chair on the prioritization committee as a member of the coalition who does not apply for ESG. However, the City does provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

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

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION OF THE SOUTHWEST AREA
	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 Publicly Funded Institution/System of Care 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 a 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	Regional organization Planning organization Coalition
	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 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 coalition, 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.
5	**Agency/Group/Organization**	Legal Aid of Western Missouri - Joplin Office
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations to further affordable housing. Legal Aid also is working with One Joplin and the City on Landlord/Tenant education.
6	**Agency/Group/Organization**	US Ignite, INC
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Joplin is a member of US Ignite as part of the Smart Cities resiliency program. Currently the City is conducting a broadband gap analysis as part of this partnership. Link to surveys are on the Joplin Website https://www.joplinmo.org/1124/Smarter-Joplin. Smarter Joplin is also part of the resiliency component of the Disaster Recovery Program.
7	**Agency/Group/Organization**	Joplin Economic Housing Development Initiative
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization Community Housing Development 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?	Currently the most active CHDO in the Consortium and was key to planning to meet expenditure needs for the Consortium.
	Agency/Group/Organization	Missouri Stat Public Defender's Office

8	**Agency/Group/Organization Type**	Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs 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?	The agency attended the CoC meeting to coordinate services with the CoC and provide a presentation
9	**Agency/Group/Organization**	Missouri Department of Mental Health
	Agency/Group/Organization Type	Housing Services - Housing Services-Behavioral Heath Services-Elderly Persons Service-Veterans Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Member of the Homeless Coalition and primary provider of shelter care+
10	**Agency/Group/Organization**	Veterans Administration
	Agency/Group/Organization Type	Housing Services - Housing Services-Veterans 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?	Attended the CoC meeting
11	**Agency/Group/Organization**	Joplin Job Cener
	Agency/Group/Organization Type	Services – Job Training Services-Youth
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The principle provider of LMI job training in the area, hope to coordinate in the future

Table 2 – Agencies, groups, organizations who participated

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

The City does not identify any agencies which there would be a rational for not consulting. Some agencies might not be directly listed, but only due to their participation being achieved through program administration of other organizations and coalitions. For example, Jasper County is not listed as an agency consulted but Economic Security Corporation operates the Jasper County Public Housing Authority and Unincorporated Jasper County is a member of the Joplin HOME Consortium, and therefore is consulted through other means.

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	Concurrence
Comprehensive Plan 2012	City of Joplin	Housing
2020 Comprehensive Housing Study	City of Joplin	Housing

Table 3 – Other local / regional / federal planning efforts

Narrative

The City of Joplin Engineering department is responsible for floodplain management with the Director of Engineering being the designated floodplain manager. Currently the department has completed a multi-year flood plain FIRM update in coordination with MO DNR and has identified eight flood control projects to be completed in the next 10 years.

Further the Emergency Management Department of the City of Joplin is responsible for response and resiliency to disasters. Feedback and regional consultation is regularly conducted through partnerships and committees such and the Local Emergency Planning Committee, the Jasper/Newton County Emergency Healthcare Coalition, the Community Organizations Active in Disaster Coalition, and the Four Corners Emergency management group form all four states in this region. Public education and training are provided by the department to improve local resiliency to disasters and are regularly located in LMI areas. https://www.joplinmo.org/221/Plan-Prepare

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

Currently the City of Joplin solicits feedback from the public in accordance with the Citizen Participation plan including two public meetings, two comment periods, Council meetings, newspaper adds and internet outreach. Further stakeholder engagement is held with discussion with current participant and subrecipients in the program reviewing program performance. Community Development activities funded by Housing and Urban Development are also included in the framework for discussion for any activities taking place in target areas identified in current action plans. For example, Historic Preservation efforts such as nomination of National Register Districts in LMI neighborhoods involve public engagement with respect to ongoing Community Development efforts and not solely those related to Historic Preservation.

The pandemic identified a weakness in the public participation process for the City. In person meetings at times were unable to be held or had low attendance. The City hopes to include in a future adopted budget, licensing for on online platform to receive public feedback for ongoing City programs, whether they be related to Community Development or other departments.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits.	The Homeless Coalition provided feedback at the positive effect of funding to Coordinated Entry		http://www.joplinglobe.com/
2	Internet Outreach	Non-targeted/broad community				https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications
3	Public Meeting	Non-targeted/broad community Subrecipients and non-profits Targeted/Neighborhood Mailers	City Staff met with community stakeholders, residents, and non-profit partners to discuss goals, previous year outcomes, and potential actions to take within the upcoming program year on two occasions.	See summary of Public Comments		
4						

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	539,147	0	0	539,147	1,000,000	The prior years resources reflect funds allocated to projects approved under previous plan but are ongoing.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	553,537	0	0	553,537	1,100,000	On average, the City of Joplin receives a $500,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.
Other	public - federal	Admin and Planning Economic Development Housing Public Services	556,825	0	0	556,825	556,825	Current amount of CDBG-CV funds

Other	public - federal	Public Improvements Other	3,800,000	0	0	3,600,000	3,600,000	This is an estimated amount of CDBG-DR I funds available during the reporting period. CDBG-DR II is closed.
Other	Public - Federal	Acquisition Non-Congregant Shelter Housing TBRA	1,700,000			1,700,000	1,700,000	The Amount of HOME-ARP Funds

Table 2 - Expected Resources – Priority Table

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

The recently completed Joplin Comprehensive Housing Study identified potential avenues to increase the funds leveraged. Currently there are existing financing options through State agencies such as MHDC that are not currently utilized at a high rate. Such financing could be utilized if lenders and homebuyers are made more aware of their availability. The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers. The Community Development office is also working to clean title on County owned lots to assist in the provision of buildable lots for affordable housing developers.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.6 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements. HOME match was again waived following the pandemic and has allowed the HOME match balance to grow once again. The City has recently used recently approved Use Tax funds as match in an aggressive ARPA funds application. Approximately 3 million between Use tax and ARPA funds will fund a sizeable homeowner rehab program.

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

The City has been declaring surplus all publicly owned buildable lots in the last year. A number of them have been acquired by affordable housing providers. There are many City lots located in target areas for community development. Community development is currently funding cleaning titles of a limited number of lots, and the City has identified cleaning titles and declaring them surplus as part of City Action Plans independently of Community Development. The City is also coordinating with the County to convey lots in the County Trust to affordable housing providers.

Discussion

Using the City's annual allocations over the course of the next year, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus for the Action Plan reporting period is the East Town Neighborhood.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership and very few if any of the homeowner rehab applicants fall into the extremely low-income category. When an extremely low-income household applies to the homeowner rehab program, they are prioritized based on need. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

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	2020	2024	Affordable Housing	Citywide	Safe Decent Affordable Housing	HOME: $553,537	Homeowner Housing Added: 4 Household Housing Unit Homeowner Housing Rehabilitated: 4 Household Housing Unit
2	Improve infrastructure and Encourage economic Dev	2020	2024	Non-Housing Community Development	Census Tract 101	Public Infrastructure and Facility Improvements	CDBG: $472,147	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
3	Improve livelihood through Public Service Activity	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services for Low income and Special Needs	CDBG: $67,000	Homelessness Prevention: 200 Persons Assisted

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide Safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household.
2	**Goal Name**	Improve infrastructure and Encourage economic Dev
	Goal Description	Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs.
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 and neighborhood clean-up will receive an allocation to maintain that activity.

AP-35 Projects - 91.420, 91.220(d)

Introduction

#	Project Name
1	2023 CDBG Planning and Admin
2	2023 HOME Planning and Admin
3	2023 CHDO Activities
4	2023 Public Infrastructure
5	2023 Slum and Blight
6	2023 Public Service activities
7	2023 Homeowner Rehab

Table 4 – Project Information

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

The Coordinated Entry program continues to assist the Homeless Coalition provide services to current needs.. Funding will remain at current levels while the observed increase in demand of services is observed. Neighborhood feedback has continued to be in support of neighborhood infrastructure improvements specifically sidewalks north of Broadway in the neighborhood of East Town. HOME funds have been allocated based on past performance and production has increased significantly as a form homebuyer new construction, however a shortage of contractors has slowed program delivery of homeowner rehab programs. Lack of funding is the most significant obstacle to serving underserved needs. Slum and Blight funds have been expended. The new target area for slum and blight renewal is still in the Sunshine lamp District, however further south than before, one the area received designation. If the area does not received designation, the plan will be amended to move the funds into infrastructure.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2023 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: $67,000 under this plan.
	Description	Public services provided through the Homeless Coalition including funding for HMIS and Coordinated Entry. Further programs include Tool Lending Library and Neighborhood Cleanup funded under previous plans
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	200 select clientele individuals.
	Location Description	
	Planned Activities	
2	**Project Name**	2023 Homeowner Rehabilitation
	Target Area	Consortium Wide
	Goals Supported	Provide Safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $200,000

	Description	Rehabilitation of single family homes for income qualified households
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	3 Low-income Households 1 Moderate-Income Households 2 extremely low income Households
	Location Description	
	Planned Activities	
3	**Project Name**	2023 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide Safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $298,183
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Area is throughout the HOME Consortium. Activities include all provision of new housing received from a designated CHDO that meet HOME eligibility, however, most will be likely single family new construction.
4	**Project Name**	2023 Public Infrastructure
	Target Area	Census Tract 101

	Goals Supported	Improve infrastructure and Encourage economic Dev
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $289,317
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	600 Residents in the Neighborhood of East Town
	Location Description	East Town Neighborhood
	Planned Activities	
5	**Project Name**	2023-Slum and Blight
	Target Area	SUNSHINE LAMP DISTRICT
	Goals Supported	Improve infrastructure and Encourage economic Dev
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	$75,000
	Description	Facade improvements in the Sunshine Lamp District
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

6	**Project Name**	2023 CDBG Planning and Admin
	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: $107,829.40
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	**Project Name**	2023 HOME Planning and Admin
	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: $55,353.70
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Target area is throughout the HOME Consortium

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 a few census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106.1, 108, and 110 have been the traditional LMI tract in the City. Census tract 106.2 has since been reclassified since the 2020 Census. Public improvements for FY 2023 will be concentrated in tract 101, more specifically in the East Town neighborhood. Additionally, HOME projects will be located within the Consortia area with hopes to serve unserved Consortium members.

Geographic Distribution

Target Area	Percentage of Funds
Sunshine Lamp District	**15**
Census Tract 101	**70**
Citywide	**15**

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. It is also a very large neighborhood and has been a multi-year effort to improve the neighborhood Infrastructure.

Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects, including historic preservation activities, are underway and are meant to stabilize the target area on a long-term horizon. Further opportunity will be available for the target areas contingent on the Use Tax funded activities that are selected for implementation, especially the neighborhood and hosing related programs.

Affordable Housing

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

Introduction

The recently completed Comprehensive Housing Study identified the need for the Consortium to at minimum maintain the level of affordable housing., especially Joplin as the micropolitan center. Demand has only grown since the pandemic and the currently housing shortage.

One Year Goals for the Number of Households to be Supported
Homeless - 200
Non-Homeless - 15
Special-Needs
Total - 215

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

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

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

Discussion

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

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

Introduction

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

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

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. Further, the PHA is currently in the process of implementing a Rental Assistance Demonstration to create greater flexibility and cost efficiency in program delivery.

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

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

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

The Housing Authority is not designated as troubled.

Discussion

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

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

Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. The number assisted has increased, however the last point-in-time count has shown a slight increase in the unsheltered. Upon completion of follow-up survey, the coalition found that an unusual number of homeless are not from the area as compared to previous years.

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

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

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

In the last year, the Coalition street outreach team has doubled street outreach from one a month to every other week.

The Homeless Coalition provided the following information regarding their services:

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

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

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who

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

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

Addressing the emergency shelter and transitional housing needs of homeless persons

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

The current emergency shelter providers are:

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

The current transitional housing providers are:

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

Homeless persons receive referral to providers through Coordinated Entry.

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

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

The Homeless Coalition established committees to address chronically homeless, families with

children, veterans and unaccompanied youth:

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

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

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

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

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

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

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction. This role has been greatly increased in the last year due to the pandemic and pending evictions once the moratorium is no longer in affect.

Discussion

The Homeless Coalition has made great strides in their services and programming since the implementation of the Housing Connect Program. The Coalition has better input from Coalition members and the community at large. In their partnership with the City and area service providers, particular focus will be placed on prevention activities. Specifically, through an existing coalition of area non-profits known as One Joplin, the City will work with area non-profit and for-profit service providers

to ensure that persons are not discharged or released into vulnerable situations. Potential partners include the Housing Authority, Freeman Hospital, Mercy Hospital, and Ozark Center.

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

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

Introduction

The Continuum of Care reports a shortage of one bedroom or single occupant rentals. Further, many providers that do provide affordable units might not provide accessible units. The largest supplier of accessible units in the area is the PHA and the waitlist is often highly populated by those with a disability requiring an accessible unit.

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. Recently the City has begun work on creating a Tenant Bill of Rights ordinance. In addition, the City will has adopted an updated zoning code to be more in line with the 2012 Comprehensive Plan, allow for greater flexibility in housing choice and minimum requirements. Code updates address setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had increasing difficulty in landlords accepting housing choice vouchers as had all hosing providers since the housing shortage. The City will be starting a sizable home rehab program to improve quality of housing stock with funds from the Use Tax and a recently received ARPA grant.

Discussion

HOME funded activities have, particularly CHDO activities, have made great improvement in modifying building plans to create accessible units including, slab on grade foundations and budgeting for on site alterations prior to move in for applicants that require accommodation.

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

Introduction

The City is currently conducting a prioritization process for a number of action plans to address neighborhood needs, neighborhood revitalization, housing and homelessness.

Actions planned to address obstacles to meeting underserved needs

FY2022 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 8 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. Cleaning title on County owned lots will begin a small land bank for affordable housing. Through collaboration with the One Joplin Coalition the City and One Joplin have launched a landlord/tenant education program funded by a grant from the Missouri Foundation for Health. This is intended to decrease the number of evictions in affordable rentals in the city due to better rental practices.

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the current consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

Actions planned to develop institutional structure

The City has expanded involvement with One Joplin, a coalition of non-profits within the City. One Joplin is increasing collaboration and beginning to conceive of low-income and poverty focused projects, both in services and housing. Partnership with this group will help with outreach and programming and

allow for excellent delivery of services despite decreasing funding. City staff has representation to the One Joplin steering team and the Community Development Planner is on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program. This year One Joplin has launched a landlord/tenant education program with the goal of leading to housing policy updates in the future.

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

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The City Manager sits on the steering team of One Joplin. The Joplin Community Development Planner co-chair on the Poverty Team and sits on the Housing Sub-Committee. The City will continue its partnership with ESC and Habitat for Humanity as CHDO's using HOME funds.

Discussion

As mentioned in other sections in this plan, the voters recently approved a Use Tax as Proposition Action. As part of this, a large number of City funded activities will potentially be added to the resources available to Community Development activities related to Housing, Homelessness, neighborhood services and neighborhood revitalization once the prioritization process is completed and final projects selected.

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	

Other CDBG Requirements

1. The amount of urgent need activities	0

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 through sub-recipients offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer's subsidies to allow affordable homes to low- and moderate-income homebuyers through the CHDO activity. Homebuyer assistance through CHDO's are offered through the CHDO and do not exceed the 10% threshold for HOME investment.

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

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any

payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].

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

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

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

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

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

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

THE JOPLIN
GLOBE

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

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

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, KIMBRA GREEN, being duly sworn according to law, STATE that I am Accounting Clerk 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 12/24/2022	12/24/2022	LEGAL 101/COMMU	1	335.67

(First Published December 24, 2022)
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 (PY 2023) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2023 is $539,147.00. The estimated amount of HOME fund to be received for fiscal year 2022 is $553,537.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primary be used for activities that benefit low and moderate income persons.

A public meeting will be held on Monday January 9, 2022, 11:30 p.m., in the 4th floor conference room located in City Hall at 602 South Main Street & the virtual homeless coalition meeting. 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 FY2023 Action Plan and previous program performance. The public comment period will begin on Tuesday, January 10th and end on Friday, February 10th. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2023 Action Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 1539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 1220. 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

(101)

Kimbra Green (Accounting Clerk)
Kimbra Green

Subscribed and sworn to before me this 27th day of December, 2022

Julie Durman Notary Public
Julie Durman/19961824
07/23/2023

"Notary Seal"
Julie Durman, Notary Public
State of Missouri, Jasper County
Commission #19961824
My Commission Expires: July 23, 2023

Homeless Coalition members present at January 9, 2023 Meeting:

Allie Zenwirth, Missouri State Public Defender's office; Amanda Stadler, Missouri Department of Mental Health; Amanda Fisher, True Charity Initiative; Crystal Spencer, Veteran's Administration; Christina Wilson, Legal Aid; Dean Vierrether, HOUSE Inc.; Diana Kilguss, Catholic Charities; Eric Millman, private citizen with interest in helping homeless; Jessica Laura-Hughes, Missouri Department of Mental Health; Kelli Miller, ESC; Melisa Conrad, Salvation Army; Pam Regan, Joplin Job Center; Rhonda Thompson, Vita Nova Village; Robin Smith, ESC; Sarah Canada, Legal Aid; Stephanie Moulder, Catholic Charities; Susan Cox, Catholic Charities, Tara Porter, Joplin Schools; Tom Walters, City of Joplin.

Walters, Thomas

From: Kelli Miller <kellimiller@escswa.org>
Sent: Thursday, January 12, 2023 8:49 AM
To: Walters, Thomas
Subject: Fwd: CDBG& HOME Action Plan
Attachments: 2023_ActionPlan.pptx

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

I believe that this should stay the main priority for allocation.

Kelli Miller
Housing Case Manager
Ph: (417) 627-2038
Cell: (417) 208-7150
Economic Security Corporation of Southwest Area

True compassion is more than flinging a coin at a beggar; it comes to see that an edifice which produces beggars needs restructuring.
-- Martin Luther King Jr

---------- Forwarded message ---------
From: **Robin Smith** <rsmith@escswa.org>
Date: Tue, Jan 10, 2023 at 8:31 AM
Subject: Fwd: CDBG& HOME Action Plan
To: Dandy Myles <dandy.myles@icalliances.org>, Nathan Harrington <nrharrington@freemanhealth.com>, Kelli Miller <kellimiller@escswa.org>, Gregg Ochoa <gregg.ochoa@mhdc.com>, Sandy Wilson <sandy.wilson@icalliances.org>, Faith Gooch <Faith.Gooch@bhgrecovery.com>, Karla Avicola <KGAvicola@accessfamilycare.org>, Thomas Walters <twalters@joplinmo.org>, Tony Robyn <TRobyn@joplinmo.org>, Jessica Lara-Hughes <Jessica.LaraHughes@dmh.mo.gov>, Lacey Baxter <LBaxter@joplinmo.org>, Jennifer Collier <Jennifer.Collier1@va.gov>, Bradley Loveland <blovelandhouse@gmail.com>, Lisa Moler <lisa.moler@mhdc.com>, Joana Horton <joanahorton2022@yahoo.com>, Tammy Walker <twalker@escswa.org>, Josh Shackles <josh@shacklesproductionstudio.com>, Eric Millman <whoameyeconnected2@gmail.com>, Cpt Austin Wolf JPD <awolf@joplinmo.org>, Tara Porter <taraporter@joplinschools.org>, Melisa Conrad <melisa.conrad@usc.salvationarmy.org>, Amanda Heeren <amanda.heeren@vr.dese.mo.gov>, Dianna Gurley <dgurley5517@gmail.com>, Allie Zenwirth <allie.zenwirth@mspd.mo.gov>, Jordan Dickey <jordandickey@joplinschools.org>, Diana Kilguss <dkilguss@ccsomo.org>, Belinda Kirkland <BCKirkland@freemanhealth.com>, Penny Peek <penny.peek@va.gov>, Amy Bettenga <ch-amy@att.net>, Pat Bryant <P.bryant@summitconsult.biz>, Jamie Jeffcoat <JCox@lafayettehouse.org>, Dean Vierrether <drvjrboomersooner@gmail.com>, Drew Geer <drew.geer@mhdc.com>, Jeffiner Thompson <jthompson@lawmo.org>, Matt Moran <mmoran@joplinpha.org>, Kim Messer <kmesser@ccsomo.org>, Stadler, Amanda <Amanda.Stadler@dmh.mo.gov>, Christina Wilson <CWilson@lawmo.org>, Casey VanStory <cvanstory@escswa.org>, Robin Root <robin@cartervillefbc.com>, Nancy Hampton <nhampton@sp.church>, Braslavsky, Sherry L. (FAV) <sherry.braslavsky@va.gov>, Susan Hickam <susanhickam@lafayettehouse.org>, Amanda Fisher <amanda@truecharity.us>, Jessica Minton <Jessica.Minton@va.gov>, Lora Lombard <lllombard@freemanhealth.com>, Sarah Canada <scanada@lawmo.org>, Stephanie Theis <Stephanie@childrens-haven.org>, Shelly Tarter

<shellytarter@joplinschools.org>, Carrie Foote <Carrie.Foote@accessfamilycare.org>, Susan Cox <scox@ccsomo.org>, Teddy Steen <t.steen@ascentrecovery.org>, Shonna Greninger <sgreninger@escswa.org>, Pam Regan <pregan@wibswmo.com>, Ted Donaldson <ted@compassquest.org>, Staci Bingham <sbingham@escswa.org>, Phillips,Abbi L <ALPhillips@freemanhealth.com>, Trina Davis <Trina@lovingrace.org>, Rhonda <rhonda@vitanovavillage.org>, Bobbie Sapp <bobbiesapp2456@yahoo.com>, Calvary Baptist Church <office.admin@calvaryjomo.com>, Stephanie Moulder <smoulder@ccsomo.org>, Jennifer Harris <jharris@jaspercountysheriff.org>, Chris Ailes <cailes@ccsomo.org>, Crystal Spencer <Crystal.Spencer@va.gov>

---------- Forwarded message ---------
From: **Walters, Thomas** <TWalters@joplinmo.org>
Date: Mon, Jan 9, 2023 at 2:15 PM
Subject: CDBG& HOME Action Plan
To: Robin Smith <rsmith@escswa.org>

Robin,

Please see attached. I would appreciate the attendance sheet from today meeting.

If the members of the coalition would please provide comment to my email address on Public Service Grant funding for HMIS and Coordinated Entry, and whether it should remain the highest priority for current allocation, that would be very helpful.

All the best,

Thomas Walters
Planner
602 S Main St
Joplin, MO 64801
phone: 417-624-0820 Ext. 1539
email: TWalters@Joplinmo.Org
web: JoplinMo.org

Hi Everyone,

Tom Walters with the City of Joplin went over the attached action plan discussed yesterday at the Homeless Coalition meeting concerning funding that helps with payment for coordinated entry and HMIS services. He has asked for feedback and support for keeping the funding that the CoC recieves a priority when these funds are budgeted.

Please respond to Tom at his email address: twalters@joplinmo.org.

Thank you.

--

Robin Smith, MSW, CCAP
Economic Security Corporation of SW Area
Assistant Director of Community Development
302 South Joplin Avenue
P.O. Box 207
Joplin MO 64802
Office phone: 417-627-2033
Mobile: 417-437-7799
Fax: 417-781-1234
>^..^<
"Poverty is not a character failing or a lack of motivation. Poverty is a lack of money." *-Barbara Ehrenreich*

Disclaimer - This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete from your system. Email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of email transmission.

THE JOPLI
GLOB

P.O.Box 7. Joplin, Missou
Phone(417)623-34
Fax(417)623-118

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

AFFIDAVIT OF PUBLICATIO

State Of Missouri:
Counties Of Jasper/Newton
I, KIMBRA GREEN, being duly sworn according to law, STATE
that I am Accounting Clerk 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 02/08/2023	02/08/2023	LEGAL 165/MEETI	1	325.50

Kimbra Green (Accounting Clerk)
Kimbra Green

Subscribed and sworn to before me this 8th day of

February, 2023

Diana J. Crouch Notary Public
Diana J. Crouch/15146002
02/21/2023

"NOTARY SEAL"
Diana J. Crouch, Notary Public
State of Missouri, Jasper County
Commission # 15146002
My Commission Expires Feb. 21, 2023

(First Published February 8, 2023)
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 (PY 2023) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2023 is $539,147.00. The estimated amount of HOME fund to be received for fiscal year 2022 is $553,537.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primary be used for activities that benefit low and moderate income persons.

A public meeting will be held on Thursday February 16, 2023, 3:00 p.m., in the offices of the Joplin Public Housing Authority located at 1834 W 24th Street, Joplin MO. 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 FY2023 Action Plan and previous program performance. The public comment period will begin on Friday, February 17th and end on Monday, March 20th. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2023 Action Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 1539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 1220. 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

(165)

Please Print

Public Meeting -2023 Action Plan February 16, 2023

Date: February 16, 2023 **Time: 3:00 pm - 4:00 pm** **Place: Joplin Public housing Authority 1834 W 24th St, Joplin Mo**

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thomas Walters	City of J			twalters@joplinmo.org
Debra K. Valdivia	JHA			d-valdivia@joplinpha.org
Carol Humbard	JHA Board Commissioner	1805 W. 24th St Apt B Joplin		Carolhumbard@yahoo.com
Doris Lewis	Retired	2023 Woodlawn Joplin 64801	816-284-2320 417 291 9938	dorislewis47@yahoo.com
Holly Stone	JHA Board Commissioner	1304 Fairmont Dr Joplin 64801		HollyStone1987@gmail.com
Shonna Greninger	ESC	302 S. Joplin Ave	417-627-2039	sgreninger@escswa.org
Dixie Barila	Resident	1811 W. 24th St.	417.434-3629	—
MARY Church	Resident	1824 W. 24th	417-609-1610	
Linda Lorentz	JHA	1803 W24th A	3146889678	——
Carolyn Coble				
Peggy Hulse				
Sidney Lara	Resident	1820 W. 24th # D	417-434-1057	
Kevin L Erskin	Resident	1807 W 24th	417-9520064	
Linda ERskin	Resident	1807 A W. 24	417 952-0150	

PUBLIC INPUT FOR THE
2023 ACTION PLAN AMENDMENT

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

- Update code to require % of new MFH units as LMI.
- Create a task force for Senior Community, established by the City of Joplin.
- Update/add to the methods of soliciting public opinion.

Name/Representing: Holly Stone

Email/Phone: hollystone1987@gmail.com

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

Thomas Walters, City of Joplin Department of Planning, Development, and Neighborhood Services
417.624.0820 ext. 1539 OR twalters@joplinmo.org
602 S. Main Street Joplin, MO 64801

Thank you for your feedback

1) Better Street Lighting on 24th St. from McCoy to Tyler as well as McCoy from 26th St. to 23rd St.
2) Signage for Apartment #'s put on front facing of the apartments or map drawn up and given to all EMS
3) Sidewalk from where city stopped new sidewalk to driveway
4) McCoy street where ped and wheel chairs cross to Walmart it need yellow reflective paint on streets. Also Signage warning of McCoy street before and after Crossing.
5) More police patrol in this area
6) Homeless distruction and theft. Especially during summer months

RESOLUTION NO. 2023-05

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 2023; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income;
and

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

Section 1: That the City of Joplin file a One Year Action Plan for fiscal year 2023 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $539,147.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $553,537.00 with the U.S. Department of Housing and Urban Development.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-D Certification to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holy Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-118 – Construction Agreement for Microsurfacing 2023

MEETING DATE
April 17, 2023

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB 2023-118 Ordinance, Bid Tabulation, Construction Agreement, Location Map

REVIEWED BY
Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase. City Attorney – Peter C. Edwards, Assistant City Manager – Tony Robyn, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Vance Brothers Inc. in the initial amount of Six Hundred Seventy-Eight Thousand Six Hundred Forty-Six and 20/100 dollars ($678,646.20) for the Microsurfacing 2023 project.

BACKGROUND
As a part of the annual street maintenance program, the City provides preventative maintenance on asphalt streets on a seven-year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. In 2004, staff chose to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up more quickly and is more durable, allowing roads to be opened to the public in a shorter time frame.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on April 6, 2023. Vance Brothers was the low bidder, and the bid was below the Engineer's estimate. Construction inspection services will be provided by city staff.

FUNDING SOURCE
These payments are included in the FY 2022-23 in the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an 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 ordinance approves construction to begin immediately in the optimal construction time during the calendar year.

COUNCIL BILL NO. 2023-118 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Vance Brothers Inc. in the amount of Six Hundred Seventy-Eight Thousand Six Hundred Forty-Six and 20/100 dollars ($678,646.20) for the Microsurfacing 2023 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the construction agreement between the City of Joplin and Vance Brothers Inc. in the amount of Six Hundred Seventy-Eight Thousand Six Hundred Forty-Six and 20/100 dollars ($678,646.20) for the Microsurfacing 2023 project, a true and accurate copy of said agreement being attached hereto; be the same and is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2022-2023 city budget.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2023-118

I hereby certify that a sufficient amount is available in Transportation Sales Tax to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

BID TABULATION

PROJECT: Microsurfacing 2023

DATE OF BID OPENING: April 6, 2023

CONTRACTOR	BID
Vance Brothers	$678,646.20
Engineer Estimate	$686,490.39

AGREEMENT
BETWEEN
CITY OF JOPLIN AND VANCE BROTHERS INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Vance Brothers Inc. Address: 5201 Brighton Kansas City, MO 64130	
Attention: Dakota Rusk		Attention:	
Department: Public Works – Engineering		Phone: 816-923-4325	Fax:
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Microsurfacing 2023	

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:

Microsurfacing 2023

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by August 31, 2023.

~~**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 always maintain adequate insurance coverage 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, 2023, 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Six Hundred Seventy-Eight Thousand Six Hundred Forty-Six and 20/100 dollars ($678,646.20) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. 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 $1000 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions

f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. 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 Six Hundred Seventy-Eight Thousand Six Hundred Forty-Six and 20/100 dollars ($678,646.20), said amount being subject to any approved addenda or change order.

17. 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.

18. 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.

19. 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.

20. 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.

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

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

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

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

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

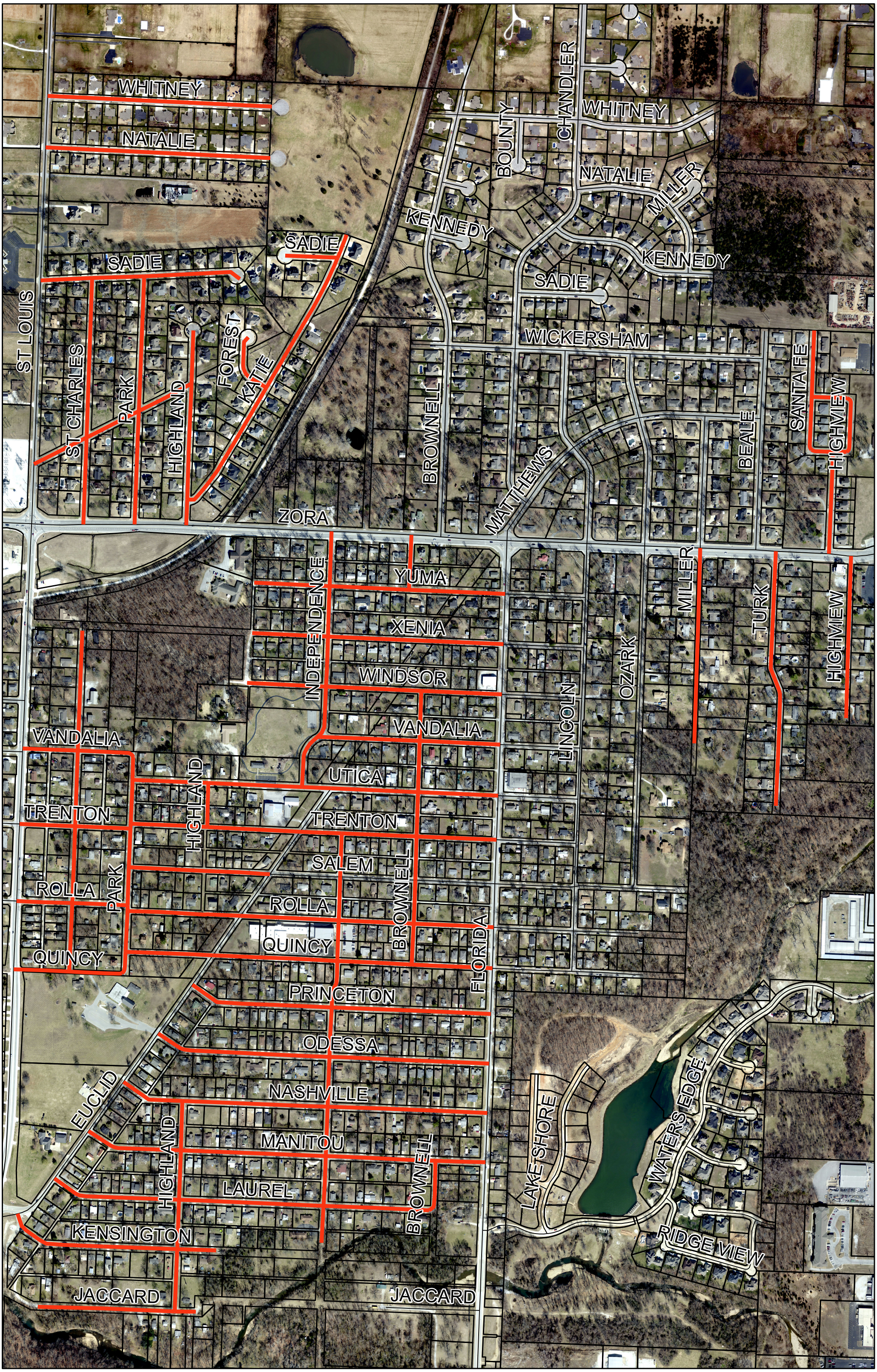
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director


WHITNEY
NATALIE
SADIE
SADIE
ST LOUIS
ST CHARLES
PARK
HIGHLAND
FOREST
KATIE
BROWNELL
KENNEDY
BOUNTY
CHANDLER
WHITNEY
NATALIE
MILLER
KENNEDY
SADIE
WICKERSHAM
SANTA FE
HIGHVIEW
BEALE
MATTHEWS
ZORA
INDEPENDENCE
YUMA
XENIA
WINDSOR
VANDALIA
UTICA
TRENTON
SALEM
ROLLA
QUINCY
PRINCETON
ODESSA
NASHVILLE
MANITOU
LAUREL
KENSINGTON
JACCARD
VANDALIA
TRENTON
ROLLA
QUINCY
JACCARD
EUCLID
HIGHLAND
PARK
BROWNELL
FLORIDA
LINCOLN
OZARK
MILLER
TURK
HIGHVIEW
LAKE SHORE
WATERS EDGE
RIDGE VIEW

CONNECTICUT
LAURA
9TH
6TH
ST CHARLES
PARK
HIGHLAND
FOREST
HILL
ST LOUIS
BROADWAY
CAROLINA
10TH
7TH
MCCONNELL
6TH
5TH
4TH
2ND
PATTERSON
HILL
BUCHANAN
8TH
FLORIDA
3RD
BROWNELL
CENTRAL
9TH
BUTLER
ST CLAIR
11TH
OZARK
OZARK
BITTERSWEET
TURK
OZARK
GRACE
OZARK
TEXAS
10TH
TURK
CATTLEMAN

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-123 – approving an Agreement and two Work Authorizations with CJW Transportation Consultants, LLC (CJW) for professional engineering consulting services for the Joplin Area Transportation Planning Organization (JATSO) Safety Study. and containing an emergency clause.

MEETING DATE
April 17, 2023

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2023-123, Agreement, Work Authorizations

REVIEWED BY
Director of Planning, Development and Neighborhood Services – Troy Bolander; Director of Public Works – Daniel Johnson; Director of Finance – Leslie Haase; City Attorney – Peter Edwards; Assistant City Manager – Tony Robyn; City Manager – Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve two work authorizations with CJW in the not to exceed total amount of One Hundred Ninety-Two Thousand Six Hundred Twenty-Nine and 35/100 dollars ($192,629.35) for professional engineering consulting services for the JATSO Safety Study.

BACKGROUND
The Joplin Area Transportation Study Organization (JATSO) is an eligible organization to apply for the Safe Streets for All (SS4A) grant funding. In order to be able to apply for implementation funding, an Action Plan that has been developed from a study that meets certain specific criteria laid out by the grant must be completed and approved by JATSO. Funds were allocated by JATSO in this year's budget for this study. These work authorizations will cover the study and action plan needed to be eligible to apply for these implementation funds. The work authorizations will also provide an action plan for suggested projects and policies to improve safety whether any grant funding is secured or not.
One work authorization will specifically cover a pedestrian safety study and ordinance review. This will include a deliverable of a recommended ordinance to address pedestrian safety. The other work authorization will cover everything else required by the grant guidelines.

FUNDING SOURCE
JATSO Planning Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis, in that said ordinance provides for public improvements and is an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2023-123 ORDINANCE NO

AN ORDINANCE approving an Agreement and two Work Authorizations with CJW Transportation Consultants, LLC (CJW) the sum of which is in the not to exceed total amount of One Hundred Ninety-Two Thousand Six Hundred Twenty-Nine and 35/100 dollars ($192,629.35) for professional engineering consulting services for the Joplin Area Transportation Planning Organization (JATSO) Safety Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the Agreement and two Work Authorizations with CJW in the not to exceed total amount of One Hundred Ninety-Two Thousand Six Hundred Twenty-Nine and 35/100 dollars ($192,629.35) for professional engineering consulting services for the Joplin Area Transportation Planning Organization Safety Study, a true and accurate copy of said work authorizations being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from JATSO Planning Funds.

Section 4. That the City of Joplin hereby declares that this ordinance, approving a consulting agreement on an emergency basis due to safety and being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

Council Bill 2023-123

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the JATSO Planning Funds to pay the amounts called for on the basis of the negotiated fee.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **CJW Transportation Consultants, LLC** Address: 5051 S National Ave, Suite 7A Springfield, MO 65810	
Attention: Daniel Johnson, Director		Attention: Dane Seiler, President	
Department: Public Works		Phone: (417) 889-3400	Fax: (417) 889-3402
Phone: (417) 624-0820	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 7th day of April, 2023, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer 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 Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

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

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

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

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

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **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 contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

10. **Discrimination.** The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer 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 Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer 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.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: **CJW Transportation Consultants, LLC**

By: _____

Printed Name: Dane Seiler, P.E.

Title: President

Date: April 7, 2023

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

April 07, 2023

Dan Johnson, PE
City of Joplin
602 S Main Street
Joplin, Missouri 64801

RE: COJ – Pedestrian Safety Review

Dear Mr. Johnson,

CJW Transportation Consultants, LLC has thoroughly reviewed your request to provide a detailed Pedestrian Safety Review of the City of Joplin (COJ) area. Review will follow the FHWA SS4A Grant Component documents and will allow the COJ to self-certify the recommendations in their action plan and then apply for SS4A Supplemental Action Plan and/or SS4A Implementation Grant funds.

Please see the attached revised proposal for your review and approval. If you have questions or need additional information, let me know.

Sincerely,

Dane Seiler, P.E., PTOE
President
CJW Transportation Consultants, LLC

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **CJW Transportation Consultants, LLC** Address: 5051 S National Ave, Suite 7A Springfield, MO 65810	
Attention: Daniel Johnson, Director		Attention: Dane Seiler, President	
Department: Public Works		Phone: (417) 889-3400	Fax: (417) 889-3402
Phone: (417) 624-0820	Fax:		

WORK AUTHORIZATION NUMBER CJW-2023-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number CJW-2023-001 exceed the sum of Nineteen Thousand Six Hundred Fifty Two and no/100 Dollars ($ 19,652.00).

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

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: **CJW Transportation Consultants, LLC**

By: _____

Printed Name: Dane Seiler, P.E.

Title: President

Date: April 7, 2023

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

This is **Attachment A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

The City of Joplin (COJ) – Pedestrian Safety Review will provide a working document designed to guide the COJ toward Zero Traffic Pedestrian Fatalities and Serious Traffic Pedestrian Injuries. The completed document will follow the requirements outlined in FHWA's SS4A Self-Certification Eligibility Worksheet and FHWA's SS4A Action Plan Components documents. The document will include all components necessary for the COJ to self-certify that this component of their comprehensive action plan meets those requirements and will allow them to apply for SS4A Supplemental Action Plan and Implementation Grant funds. The Engineer will serve as an extension of City staff to provide assistance in the delivery of the project designated as "COJ - Pedestrian Safety Review" hereinafter referred to as the PROJECT.

Engineer shall provide Basic and Additional Services as set forth below.

A1.01 ***Basic Services***

PART 1 – BASIC SERVICES

1. The Engineer will provide project management for engineering tasks, including development of a detailed milestone schedule for all phases of the PROJECT including meeting dates, deliverable dates and procurement milestones for inclusion in RFQ/RFP documents with post-proposal and construction administration management

2. The Engineer will provide monthly project updates describing completed and upcoming tasks, including distribution of a regular look ahead calendar of tasks.

3. The Engineer will prepare monthly reporting on budget, status, pending changes, and schedule.

Project Records & Administration

1. The Engineer will maintain a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the life of the project. The materials shall be assimilated into an electronic Project Record at the completion of the project. The Project Record will include editable copies of raw material, such as AutoCAD and Word files for the project deliverables

Quality Management

1. The Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.

Project Scheduling

1.1 The Engineer will provide and maintain scheduling updates for all phases of the PROJECT.

Project Coordination

1.3 The Engineer's Project Manager or designee will coordinate work activities with the COJ's Project Manager and other key stakeholders.

1.3 The Engineer's Project Manager or designee will coordinate daily work activities of the subcontractors and provide oversight and overall project management.

1.4 The Engineer's Project Manager or designee will participate in a biweekly teleconference or video conference to keep the COJ's Project Manager abreast of progress. The meeting should last 30 minutes to an hour on average. The frequency of the meeting will be expected for the first three (3) months of this PROJECT. Meeting frequencies may be adjusted at any time as the City's Project Manager deems it necessary.

TASK 1.0 Development of Advisory Committee

1.1 Kick off Meeting

The Engineer shall organize and conduct a kick off meeting for the project. The meeting will involve all necessary City and Engineer personnel for the completion of the project. The Engineer shall provide an agenda for the meeting. The purpose of the kick off meeting is to discuss the overall project, outline guidance on moving forward, and establish which individuals will represent the City at future meetings, and to develop a steering committee, task force, implementation group, or similar body to oversee the document's development, implementation, and monitoring. This group will be identified as the Stakeholder's Committee. CJW anticipates this will consist of one (1) meeting with the City staff.

1.2 Leadership Commitment

City's Public Commitment to an Eventual Goal of Zero roadway pedestrian fatalities and serious injuries. A high-ranking individual and/or governing body must publicly commit to this goal. The Engineer will coordinate with City personnel to develop an ordinance/proclamation/resolution detailing their commitment to eliminating roadway fatalities and serious injuries within the COJ coverage area. The high-ranking individual and/or governing body should be identified at the kick off meeting.

TASK 2.0 Data

2.1 Pedestrian Ordinance Review

The Engineer will work with COJ to hold stakeholder meetings, review pedestrian injury data, and review existing ordinances as they pertain to pedestrian safety. The Stakeholder group will be established to help develop strategies to address pedestrian safety.

2.2 Crash Data for Analysis

The Engineer will work with COJ on combining data from all resources to show the collective number of serious injuries and fatalities within the City of Joplin. The data will be analyzed and provided in both number and rate by route and any other distribution region as defined by the advisory committee. A Stakeholder's group should be established as part of this process to determine who will help develop suggested mitigation strategies for the crash types as they are identified.

2.3 Safety Analysis

All pedestrian crash data will be analyzed and provided in both number and rate by route and any other distribution region as defined by the advisory committee. Intersections will be analyzed for high number of crashes, severity of crashes, type of crashes, contributing circumstances, etc. The data will be used to develop a baseline level of crashes, crash type, and crash circumstance.

2.4 Geospatial Reporting

Hot spots will be identified by systemic and specific safety needs and used to develop high-risk road features, specific safety needs of relevant road users, and geospatial identification will be used to identify these locations.

2.5 Summarization of Data

All Data will be summarized for City use in a spreadsheet format for export into the City's GIS system.

2.6 Technical Report

A technical report will be developed to articulate the findings of the data analysis. This report will be used in public meetings and with the advisory committee to develop strategies to address the described issues.

2.7 Meetings

The Engineer will conduct periodic meetings throughout the data collection and analysis portion of the project to update and coordinate with City staff. CJW anticipates it will take eight (4) meetings with the Advisory Committee to accomplish this task.

TASK 3.0 Stakeholders Committee

3.1 Review of Technical Report and Development of Projects

The Engineer will use the information compiled in the Data Task to begin developing recommended strategies and countermeasures to reduce fatal and serious injury pedestrian crashes. Representatives from the public sector, private sector, and community groups will be included in this process.

3.2 Engagement, Collaboration, and Coordination of Stakeholders

Incorporation of information received and suggested strategies and countermeasures will be incorporated into the document. Collaboration of all stakeholders will be utilized and coordinated with all other affected governmental agencies will be included in the processes. A robust engagement process will be implemented with key stakeholders, including private sector and community groups, to ensure community representation and feedback.

3.3 Equity

Equity will be included in the collection of data, analysis of data, and recommended projects based on the data. Underserved communities will be encouraged to be involved in all phases of the processes. Data, local input, and population characteristics will be used to ensure inclusion and to determine equity impact assessments of the proposed projects and

strategies. Document development will be an inclusive and representative process. Underserved communities will be identified through data and other analysis in collaboration with appropriate partners. Analysis will include both population characteristics and initial equity impact assessments of the proposed projects and strategies.

3.4 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take four (2) meetings with the Stakeholders to accomplish this task. Additionally, there will be two (2) open house public meetings to ensure input is gathered from all segments of the community and these meetings should be held in locations to encourage as much accessibility to underserved areas as possible.

TASK 4.0 Assessment of Current Policies, Plans, Guidelines, and Standards

4.1 Review of Polices, Plans, Guidelines, and Standards

The Engineer will lead a review of current policies, plans, guidelines, ordinances, and standards, in cooperation with the City to identify opportunities to make additions, edits, and/or deletions to current documents. This effort is to ensure that safety is of the utmost importance in all of the City documents.

4.2 Implementation of Edits

Document will discuss the implementation of recommended edits. This may include the adoption of revised or new policies, guidelines, and/or standards.

4.3 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take two (2) meetings with City to accomplish this task.

TASK 5.0 Safety Document

5.1 Development of Pedestrian Safety Document

The Engineer will take all of the information from the above tasks and put together a comprehensive pedestrian safety document detailing projects, policy changes, education elements, and all other recommended processes to meet the goal of Zero Pedestrian Fatalities and Serious Injuries. This document will be shared with the City staff prior to presenting it to the City Council. Revisions and edits will be made and the final document will be presented to the City Council.

5.2 Strategies & Project Selection

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity consideration, which will address the safety problems identified in the Action Document. These strategies and countermeasures will focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies will be prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-. mid-. long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

5.3 Progress & Transparency

A methodology to measure progress over time after the Document is developed or updated will be identified within the Document. This methodology will include outcome data and a means to ensure that ongoing transparency is established with residents and other relevant stakeholders. The methodology must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway pedestrian fatalities and serious injuries, and public posting of the Document and any update to the Document.

5.4 Meetings

The Engineer will conduct meetings throughout this task to ensure final acceptance of the comprehensive pedestrian safety Document. CJW anticipates it will take one (1) meeting with the City Council to accomplish this task.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

If authorized in writing by the COJ, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; "review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others"; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, COJ's schedule, character of Document development, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Task 1 through Task 5.

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Furnishing other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A3.01 *Exclusions and Assumptions*

Exclusions:

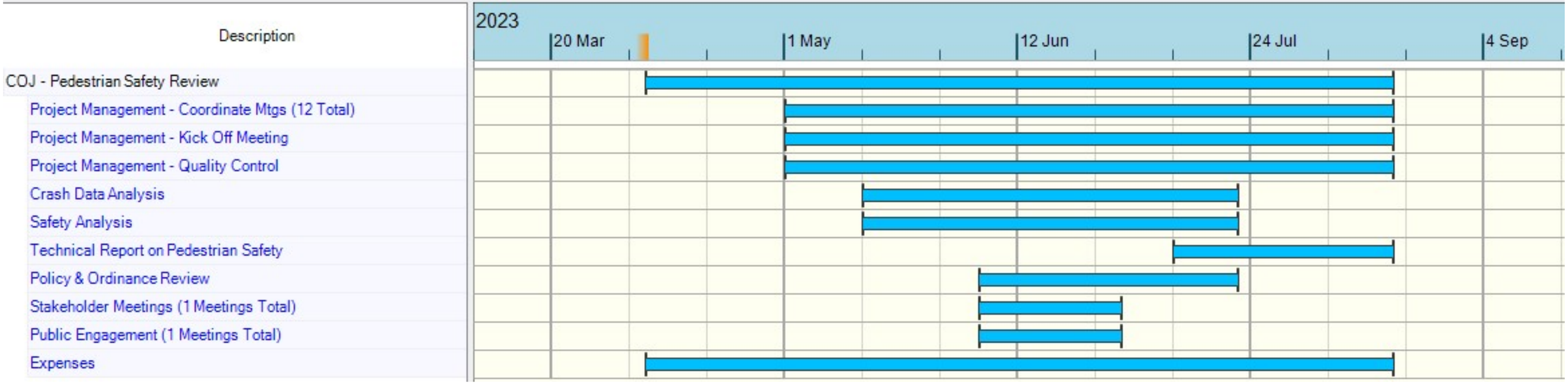
- None

Assumptions:

- The City of Joplin will provide crash, demographic, and other information as requested by the Engineer.
- The City of Joplin will provide Traffic Count Data to the Engineer.
- Engineer will utilize MoDOT's TMS database to establish crash numbers, crash types, contributing circumstances, and crash rates (where available).

GANTT CHART

COJ – Pedestrian Safety Review





CJW
2023 Fee Schedule

Personnel Hourly Rates:	
Principal	$187.00
Senior Engineer	$165.00
Project Engineer	$119.00
Project Manager	$115.00
Engineer Intern	$87.00
Inspector	$82.00
Senior Designer	$92.00
Senior Designer II	$86.00
Survey Manager / PLS	$97.00
Survey Crew Chief	$80.00
Survey Crew Member	$66.00
2 Person Survey Crew	$146.00
Traffic Data Collector	$33.00
Engineering Technician	$69.00
Administrator	$38.00
Clerical	$33.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.655/mile
Copies	$0.10/each
Blueprints	$0.55/sq. ft.
Real Time GPS Equipment	$275.00/day
Robotic Prism-Less Instrument	$215.00/day
Drone Usage	$300.00/hour

Reimbursable: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):
1.5 times the hourly rate

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

April 07, 2023

Dan Johnson, PE
City of Joplin
602 S Main Street
Joplin, Missouri 64801

RE: JATSO – 2023 Safety Action Plan

Dear Mr. Johnson,

CJW Transportation Consultants, LLC has thoroughly reviewed your request to provide a detailed Safety Action Plan for the JATSO area. This revised plan follows the FHWA SS4A Grant Component documents and will allow JATSO to self-certify their action plan and then apply for SS4A Supplemental Action Plan and/or SS4A Implementation Grant funds.

Please see the attached revised proposal for your review and approval. If you have questions or need additional information, let me know.

Sincerely,

Dane Seiler, P.E., PTOE
President
CJW Transportation Consultants, LLC

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **CJW Transportation Consultants, LLC** Address: 5051 S National Ave, Suite 7A Springfield, MO 65810	
Attention: Daniel Johnson, Director		Attention: Dane Seiler, President	
Department: Public Works		Phone: (417) 889-3400	Fax: (417) 889-3402
Phone: (417) 624-0820	Fax:		

WORK AUTHORIZATION NUMBER CJW-2023-002
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number CJW-2023-002 exceed the sum of One Hundred Seventy Two Thousand Nine Hundred Seventy Seven and 35/100 Dollars ($ 172,977.35).

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

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: **CJW Transportation Consultants, LLC**

By: _____

Printed Name: Dane Seiler, P.E.

Title: President

Date: April 7, 2023

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

This is **Attachment A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

The Joplin Area Transportation Study Organization (JATSO) – 2023 Safety Action Plan will be a working document designed to guide the JATSO toward Zero Traffic Fatalities and Serious Traffic Injuries. The plan will follow the requirements outlined in FHWA's SS4A Self-Certification Eligibility Worksheet and FHWA's SS4A Action Plan Components documents. The plan will include all components necessary for the JATSO to self-certify their action plan and then apply for SS4A Supplemental Action Plan and Implementation Grant funds. The Engineer will serve as an extension of City staff to provide assistance in the delivery of the project designated as "JATSO – 2023 Safety Action Plan" hereinafter referred to as the PROJECT.

Engineer shall provide Basic and Additional Services as set forth below.

A1.01 ***Basic Services***

PART 1 – BASIC SERVICES

1. The Engineer will provide project management for engineering tasks, including development of a detailed milestone schedule for all phases of the PROJECT including meeting dates, deliverable dates and procurement milestones for inclusion in RFQ/RFP documents with post-proposal and construction administration management

2. The Engineer will provide monthly project updates describing completed and upcoming tasks, including distribution of a regular look ahead calendar of tasks.

3. The Engineer will prepare monthly reporting on budget, status, pending changes, and schedule.

Project Records & Administration

1. The Engineer will maintain a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the life of the project. The materials shall be assimilated into an electronic Project Record at the completion of the project. The Project Record will include editable copies of raw material, such as AutoCAD and Word files for the project deliverables

Quality Management

1. The Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.

Project Scheduling

1.1 The Engineer will provide and maintain scheduling updates for all phases of the PROJECT.

Project Coordination

2.2 The Engineer's Project Manager or designee will coordinate work activities with the JATSO's Project Manager and other key stakeholders.

1.3 The Engineer's Project Manager or designee will coordinate daily work activities of the subcontractors and provide oversight and overall project management.

1.4 The Engineer's Project Manager or designee will participate in a biweekly teleconference or video conference to keep the JATSO's Project Manager abreast of progress. The meeting should last 30 minutes to an hour on average. The frequency of the meeting will be expected for the first six (6) months of this PROJECT. Meeting frequencies may be adjusted at any time as the City's Project Manager deems it necessary.

TASK 1.0 Development of Advisory Committee

1.1 Kick off Meeting

The Engineer shall organize and conduct a kick off meeting for the project. The meeting will involve all necessary JATSO, City, and Engineer personnel for the completion of the project. The Engineer shall provide an agenda for the meeting. The purpose of the kick off meeting is to discuss the overall project, outline guidance on moving forward, and establish which individuals will represent the JATSO and the City at future meetings, and to develop a steering committee, task force, implementation group, or similar body to oversee the plan's development, implementation, and monitoring. This group will be identified as the Stakeholder's Committee. CJW anticipates this will consist of one (1) meeting with the City and JATSO staff.

1.2 Leadership Commitment

JATSO and/or City's Public Commitment to an Eventual Goal of Zero roadway fatalities and serious injuries. A high-ranking individual and/or governing body must publicly commit to this goal. The Engineer will coordinate with JATSO and City personnel to develop an ordinance/proclamation/resolution detailing their commitment to eliminating roadway fatalities and serious injuries within the JATSO coverage area. The high-ranking individual and/or governing body should be identified at the kick off meeting.

TASK 2.0 Data

2.1 Crash Data for Analysis

The Engineer will work with JATSO on combining data from all resources to show the collective number of serious injuries and fatalities within the MPO areas. The data will be analyzed and provided in both number and rate by route and any other distribution region as defined by the advisory committee. A Stakeholder's group should be established as part of this process to determine who will help develop suggested mitigation strategies for the crash types as they are identified.

2.2 Safety Analysis

All crash data will be analyzed and provided in both number and rate by route and any other distribution region as defined by the advisory committee. Intersections will be analyzed for high number of crashes, severity of crashes, type of crashes, contributing circumstances, etc. Consideration will be given to all modes of travel including vehicular, pedestrian, bicycling, and multimodal and trends will be identified by route, contributing circumstances, and

area. The data will be used to develop a baseline level of crashes, crash type, and crash circumstance.

The JATSO and/or City will need to provide traffic counts and turning movement counts to the Engineer for many of the intersections and roadway segments in order for crash rates to be developed.

2.4 Geospatial Reporting

Hot spots will be identified by systemic and specific safety needs and used to develop high-risk road features, specific safety needs of relevant road users, and geospatial identification will be used to identify these locations.

2.5 Summarization of Data

All Data will be summarized for JATSO use in a spreadsheet format for export into the City's GIS system.

2.6 Technical Report

A technical report will be developed to articulate the findings of the data analysis. This report will be used in public meetings and with the advisory committee to develop strategies to address the described issues.

2.7 Meetings

The Engineer will conduct periodic meetings throughout the data collection and analysis portion of the project to update and coordinate with JATSO and City staff. CJW anticipates it will take eight (8) meetings with the Advisory Committee to accomplish this task.

TASK 3.0 Stakeholders Committee

3.1 Review of Technical Report and Development of Projects

The Engineer will use the information compiled in the Data Task to begin developing recommended strategies and countermeasures to reduce fatal and serious injury crashes. Representatives from the public sector, private sector, and community groups will be included in this process.

3.2 Engagement, Collaboration, and Coordination of Stakeholders

Incorporation of information received and suggested strategies and countermeasures will be incorporated into the plan. Collaboration of all stakeholders will be utilized and coordinated with all other affected governmental agencies will be included in the processes. A robust engagement process will be implemented with key stakeholders, including private sector and community groups, to ensure community representation and feedback.

3.3 Equity

Equity will be included in the collection of data, analysis of data, and recommended projects based on the data. Underserved communities will be encouraged to be involved in all phases of the processes. Data, local input, and population characteristics will be used to ensure

inclusion and to determine equity impact assessments of the proposed projects and strategies. Plan development will be an inclusive and representative process. Underserved communities will be identified through data and other analysis in collaboration with appropriate partners. Analysis will include both population characteristics and initial equity impact assessments of the proposed projects and strategies.

3.4 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take four (4) meetings with the Stakeholders to accomplish this task. Additionally, there will be two (2) open house public meetings to ensure input is gathered from all segments of the community and these meetings should be held in locations to encourage as much accessibility to underserved areas as possible.

TASK 4.0 Assessment of Current Policies, Plans, Guidelines, and Standards

4.1 Review of Polices, Plans, Guidelines, and Standards

Review of current polices, plans, guidelines, ordinances, and standards will be led by the Engineer, in cooperation with the JATSO and City, to identify opportunities to make additions, edits, and/or deletions to current documents. This effort is to ensure that safety is of the utmost importance in all of the JATSO and City documents.

4.2 Implementation of Edits

Plan will discuss the implementation of recommended edits. This may include the adoption of revised or new policies, guidelines, and/or standards.

4.3 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take two (2) meetings with JATSO and/or City to accomplish this task.

TASK 5.0 Safety Plan

5.1 Development of Safety Plan

The Engineer will take all of the information from the above tasks and put together a comprehensive safety plan detailing projects, policy changes, education elements, and all other recommended processes to meet the goal of Zero Fatalities and Serious Injuries. Additionally, the COJ - Pedestrian Safety Plan will be incorporated into the comprehensive safety plan yielding one final document. This final plan will be shared with the JATSO and City staff prior to presenting it to the City Council and/or the JATSO Board. Revisions and edits will be made and the final plan will be presented to the JATSO Board and City Council.

5.2 Strategies & Project Selection

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity consideration, that will address the safety problems identified in the Action Plan. These strategies and countermeasures will focus on a Safe System Approach, effective

interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies will be prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-. mid-. long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

5.3 Progress & Transparency

A methodology to measure progress over time after the Action Plan is developed or updated will be identified within the Action Plan. This methodology will include outcome data and a means to ensure that ongoing transparency is established with residents and other relevant stakeholders. The methodology must include, at a minimum, annual public and accessible reporting on progress toward reducing the roadway fatalities and serious injuries, and public posting of the Action Plan and any update to the Plan.

5.4 Meetings

The Engineer will conduct meetings throughout this task to ensure final acceptance of the comprehensive plan. CJW anticipates it will take two (2) meetings with the JATSO Board and/or City Council to accomplish this task.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

If authorized in writing by the JATSO Board, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; "review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others"; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, JATSO's schedule, character of plan development, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Task 1 through Task 5.

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Furnishing other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A3.01 *Exclusions and Assumptions*

Exclusions:

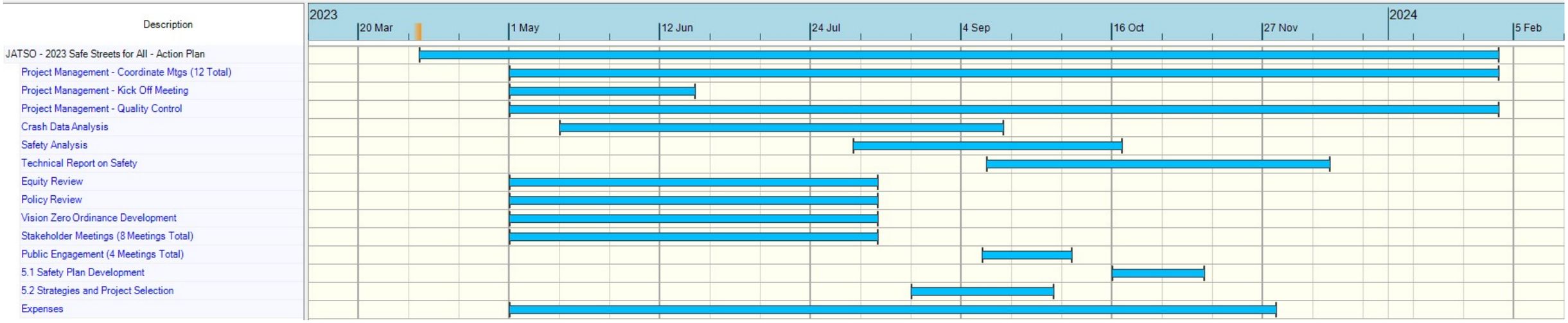
- None

Assumptions:

- The City of Joplin will provide crash, demographic, and other information as requested by the Engineer.
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GANTT CHART

JATSO – 2023 Safety Action Plan





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2023 Fee Schedule

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Engineering Technician	$69.00
Administrator	$38.00
Clerical	$33.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.655/mile
Copies	$0.10/each
Blueprints	$0.55/sq. ft.
Real Time GPS Equipment	$275.00/day
Robotic Prism-Less Instrument	$215.00/day
Drone Usage	$300.00/hour

Reimbursable: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):
1.5 times the hourly rate

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-267 for a Contractor Agreement with Simpson Lawn Care,Inc. for Bid Packet On-Call Nuisance Lot Mowing Service.

MEETING DATE
April 17, 2023

REVIEWED BY
Director of Planning Development and Neighborhood Services - Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, Assistant City Manager – Tony Robyn, City Manager – Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Simpson Lawn Care Inc. for the mowing of private nuisance lots with grass and/or weeds over 12″.

BACKGROUND
By ordinance, property owners are to maintain their lots to ensure grass/weeds do not grow over 12″. Property owners receive notice from the City to cut their lots within a certain period of time. If the property owners do not comply, the Neighborhood Improvement Officers will issue a request to mow to abate the nuisance. Once the abatement is completed, the Finance Department will bill the property owner for the abatement and place the charge against the property until such time the charge is paid. Due to current personnel shortages, the city does not have the capacity to abate nuisance lots. Last year we processed just over 400 abatements for mowing violations. Therefore, in accordance with the City of Joplin's procurement policies, a request for bid was advertised in the Joplin Globe on February 28, 2023. This bid requested contractors to submit a base price that includes labor and equipment based on the size of the lots.

FUNDING SOURCE
Mowing costs plus administrative fees

RECOMMENDATION
Staff recommends approval of Council Bill 2023-267, Contractor Agreement with Simpson Lawn Care Inc. for On-Call Nuisance Lot Mowing Service on an emergency basis, in that said ordinance provides for public safety and is considered to be an emergency per section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF JOPLIN, MISSOURI, hereinafter "the City", and Simpson Lawn Care Inc., hereinafter referred to as "the Contractor".

WHEREAS, the City desires to hire an independent contractor to provide on-call nuisance lot mowing services on private properties; and

WHEREAS, the Contractor desires to be hired as an independent contractor to provide on-call nuisance mowing services on private properties.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. That the Contractor is to be engaged as an independent contractor responsible for mowing private lots declared a nuisance by the City in accordance with specifications of Bid Package: On-Call Nuisance Lot Mowing Service reference herein and on file in the Planning, Development & Neighborhood Services Department as directed by the City. The Contractor will furnish all necessary materials, labor, tools, machinery, and other means to accomplish the maintenance tasks.
2. That the term of this Agreement shall be from the date last written below through November 15, 2023, and can be renewed for an additional mowing season, at the discretion of the City.
3. That the City has the right to terminate its relationship with the Contractor, with or without cause, upon thirty (30) days' notice of its intent to do so. If the City terminates this Agreement, the City's obligation to pay the Contractor shall also terminate on the last day of the Contractor provided service to the City prior to the termination date, and the City is only obligated to pay any amounts due prior to the termination date. The City shall not be obligated to pay for any unperformed services by Contractor after the termination date.
4. That the Contractor shall invoice with appropriate documentation as provided for in the Bid Package: On-Call Nuisance Lot Mowing Service to the City for services on a biweekly basis. The City shall render the Contractor regularly scheduled payments in remuneration for the Contractor's maintenance services in amounts as specified as described in the following fee schedule:

A.	Lot size < .25 acre:	$ 44.00	each
B.	Lot size .25 to .50 acre:	$ 62.00	each
C.	Lot size .50 to 1.0 acre:	$ 83.00	each
D.	Lot size > 1.0 acre:	$ 125.00	per acre
E.	Brush hog mowing:	$ 125.00	per acre

5. That the Contractor understands that it shall be its responsibility to claim income as an independent contractor in accordance with federal and state tax laws.
6. That the Contractor acknowledges that it is his/her responsibility to conduct any and all activities in accordance with nationally recognized standards and all policies of the City.
7. That this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Simpson Lawn Care Inc. will be independent contractors and not an employee for all purposes including but not limited to the application of Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees he/she is not eligible to receive worker's compensation or unemployment benefits as a result of this Agreement.
8. Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the contractor negligence in the performance of services under this Agreement. The Contractor shall maintain workers' compensation insurance as required by Missouri Law and shall maintain a policy of general liability insurance with combined limits of at least $1,000,000.00.
9. Miscellaneous provisions:
   A. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

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

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

D. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

F. The provisions herein shall bind both parties hereunto their respective successors and assigns.

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

IN WITNESS WHEREOF, the parties have executed this agreement on this 18th day of April 2023.

CITY

BY: _____
Troy Bolander, Director

CONTRACTOR

BY: _____
Adam Simpson, Owner/Operator

On Call Nuisance Lot Mowing Service Bid Opening
Tuesday April 4, 2023 (10:30 am) 4th Floor Conference Room

Company Name		Lot Size				Total Based on 100 lots and % of lots in each size	ALT Bid - Brush Hog Mowing
		< 0.25 acre (59%)	0.25 - 0.5 acre (32%)	0.5 - 1.0 acre	> 1.0 acre		
Lundien Lawns	Bid Price	55.00	65.00	75.00	100.00		65.00
	Weighted Price	*3,245.00*	*2,080.00*		*1,575.00*	***6,900.00***	
Simpson Lawn	Bid Price	44.00	62.00	83.00	125.00		125.00
	Weighted Price	*2,596.00*	*1,984.00*		*1,872.00*	***6,452.00***	
Cophers Lawn	Bid Price	65.00	90.00	165.00	200.00		200.00
	Weighted Price	*3,835.00*	*2,880.00*		*3,285.00*	***10,000.00***	
Peterson Mowing	Bid Price	50.00	75.00	100.00	150.00		-
	Weighted Price	*2,950.00*	*2,400.00*		*2,250.00*	***7,600.00***	
Colbert Lawn	Bid Price	75.00	100.00	125.00	175.00		300.00
	Weighted Price	*4,425.00*	*3,200.00*		*2,700.00*	***10,325.00***	

CITY OF JOPLIN
BID FORM – PROPOSAL

SUBMITTED BY: Simpson Lawn Care, Inc.
Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the items(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices and products/services information submitted.

BASE BID:
Mowing and trimming of designated lots according to the size of the lot as defined below and described on the "Request to Mow" from the City.

1.	Lot Size < .25 acre **	$ 44.00	Each
2.	Lot Size 0.25 acre to 0.5 acre	$ 62.00	Each
3.	Lot Size 0.5 acre to 1.0 acre	$ 83.00	Each
4.	Lot Size > 1.0 acre	$ 125.00	per acre

** A substantial number of lots will fall in this category.

TOTAL BASE BID $ 314.00

ALTERNATE BID:

Mowing of specific large lots with difficult terrain with heavier equipment (brush hog).

1.	Brush hog mowing	$ 125.00	per acre

ADDITIONAL INFORMATION:

Specify normal business hours: Monday – Friday 8am – 5pm

Specify contact name, phone number, and email address Adam Simpson
adam@simpsonlawn.com 417-717-5030

BIDDER understands that they may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the PROJECT to the CITY PROJECT MANAGER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of major components of services required. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the improvements.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

BIDDER understands that the City has the right to waive any informalities and maintains the right to reject any or all bids.

The undersigned agrees to enter into a contract within seven (7) days from notice of award should this proposal be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her BID.

The low BIDDER shall supply the names and addresses of the major subcontractors when requested to do so by the OWNER.

Dated 4th day of April, 2023.

Company Simpson Lawn Care, Inc.

Address 1591 Prairie Flower Rd Webb City, MO 64870

Signature Adam Simpson

(Print Name) Adam Simpson

COUNCIL BILL NO. 2023-267 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Simpson Lawn Care, Inc. for On-Call Nuisance Lot Mowing Service, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1: That the Agreement with Simpson Lawn Care, Inc. for On-Call Nuisance Lot Mowing Service, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3: That upon the approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, approved by the Director of Planning, Development and Neighborhood Services, the contractor shall be paid.

Section 4: That the City hereby declares that this Ordinance dealing with public safety, is an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of April, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available to pay the amounts called for on the basis of the bid received by the City.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-401 – approving a public service agreement between The City of Joplin and Area Agency on Aging, Region X to fund Senior Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
April 17, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Area Agency on Aging, Region X for Cares Act Community Development Block Grant funds.

BACKGROUND;
The Area Agency on Aging, Region X is a nonprofit organization providing social, nutrition, and other services to older adults. Since 1978, the agency has been providing home delivered meals (a.k.a. meals on wheels), and numerous other services intended to allow seniors, aged 60 and up, to age with dignity and independence in their homes. The grant funds would be used to purchase a refrigerated van to facilitate the delivery of frozen home delivered meals and extra groceries to eligible homebound older adults. This is an adaptation to the hot meal delivery service in response to Covid-19.

FUNDING SOURCE
This Council Bill provides Forty Six Thousand Three Hundred Twenty Eight Dollars and Zero Cents ($46,328.00) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so Area Agency on Aging may procure applied for materials necessary to provide Covid response senior services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2023-401 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

AREA AGENCY ON AGING, REGION X

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Area Agency on Aging, Region X (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

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

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

I. SCOPE OF SERVICE

A. Activities

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

Program Delivery

Activity: Recipient will provide (05A HUD Matrix) Senior Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

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

B. National Objectives

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

FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

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

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for senior services beneficiaries for the performance period

D. Staffing

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

Staff Member & Title	General Program Duties
Jennifer Shotwell	Chief Executive

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after July 1, 2023 unless otherwise approved by Grantee.

III. BUDGET

Funding ($46,328.00) will be reimbursed for items related to the operation of the Senior Services (AAA Home Delivered Meals).

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

IV. PAYMENT

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

Forty Six Thousand Three Hundred Twenty Eight dollars and zero cents $ 46,328.00

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

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

V. NOTICES

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

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

Grantee	Recipient
Name: Troy Bolander	Name: Jennifer Shotwell
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Area Agency on Aging, Region X
602 S. Main Street	531 E. 15th Street, PO Box 3990
Joplin, Missouri 64801	Joplin, Missouri 64803-3990
Phone: (417) 624-0820	Phone: 417-781-7562
Fax: 1-417-625-4738	Fax: N/A

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

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

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

5. Section 504

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

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

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

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2023

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

City of Joplin, Missouri
A Municipal Corporation

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

ATTEST:

_____
Thomas Walters
Planner

Area Agency on Aging, Region X

_____
Jennifer Shotwell
Chief Executive Officer

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote access/delivery as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: Area Agency on Aging, Region X _____

Mailing Address: 531 E. 15th St, PO Box 3990, Joplin, MO 64803-3990_____

Name of Executive: Jennifer Shotwell_____ Title: CEO_____

Dates of Organization's Fiscal Year: July 1, 2022 – June 30, 2023 _____

Application Preparer

Name: Jennifer Shotwell_____ Title: CEO _____ Phone: 417-781-7562 _____

Project Type (Services Provided)

X 05A Senior Services ☐ 05B Handicapped Services ☐ 05C Legal Services ☐ 05D Youth Services
☐ 05E Transportation Services ☐ 05F Substance Abuse Services ☐ 05G Battered and Abused Spouses
☐ 05H Employment Training ☐ 05M Health Services ☐ 05N Abused and Neglected Children
☐ 03T Homeless/Aids Patients Programs ☐ 05X Housing Information and Referral Services
☐ 05G Domestic Violence Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

X SBA Payment Protection Program (PPP) Amount Received: $304,700 for the period 4/24/20 to 6/19/20
What was the specific use of the funds received: Payroll only.

☐ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

☐ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.

   The Area Agency on Aging, Region X is a nonprofit organization providing social, nutrition, and other services and supports to older adults. Since 1978, the agency has been providing congregate meals (at the senior citizens center), home delivered meals (a.k.a. meals on wheels), and numerous other services intended to allow seniors, aged 60 and up, to age with dignity and independence in their homes. The agency serves over 300,000 meals annually to older adults in the planning and service area.

2. Describe the public service selected on the project type selected on the previous page.

   The Area Agency on Aging, Region X serves older adults, aged 60 and up. The largest program is the Nutrition services to older adults. This includes congregate meals served at the Joplin Senior Center as well as home delivered meals to those homebound older adults in the greater Joplin area.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided. (Alternatively, the program must require income documentation for eligibility.)

   Senior citizens, aged 60 and up, are eligible for nutrition services but are prioritized based on low-income, low-income minority, low-income rural, and otherwise socially isolated individuals. The agency determines service eligibility based on nutritional risk assessments (congregate diners) as well as other risk assessments based on ADLs (activities of daily living) and IADLs (instrumental activities of daily living).

4. How will the grant funds be used to improve services.

   The grant funds would be used to purchase a refrigerated van to facilitate the acquisition and delivery of frozen home delivered meals, extra groceries, and any other item (such as durable medical equipment, adult incontinence aids, etc.) to eligible homebound older adults. The van would be dedicated to the senior citizens being served in the Joplin area.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic.

   Home delivered meal requests and requests for extra groceries have increased over 18% since the beginning of the COVID-19 pandemic. The Area Agency on Aging has long relied on volunteers to deliver homebound meals (a.k.a. meals on wheels). During the pandemic and continuing through the present date, volunteer numbers have dropped as most of the

volunteers are older adults themselves and are choosing to remain socially distant due to fear of contracting the COVID-19 virus. The agency now uses a 7-pack of frozen meals, produced by the Springfield, MO area agency on aging, rather than a daily delivery of a hot meal to compensate for the lack of available volunteers to deliver daily due to the COVID-19 pandemic. The agency receives about 5,000 meals each week at the Joplin Workshop, which houses the agency's large freezers. The agency moves meals to the Joplin Senior Center for staging and delivery. To ensure that no senior misses a meal, agency staff are routinely being called upon to run the delivery routes in personal vehicles where there is no volunteer for the delivery routes. Our senior center kitchen staff are not high wage-earners and therefore any wear and tear on their cars causes a financial burden, even with their mileage rate being reimbursed. A refrigerated van can hold up to 80 clients' weekly meals at a time plus the added milk and bread, allowing for both safety in food temperature, as well as reduced trips back to the senior center to load more meals for delivery. The Joplin Senior Center serves an average of 215 homebound seniors about 1,505 home delivered meals each week.

Because the COVID-19 pandemic also precipitated a food security crisis among our most vulnerable older adults, the agency began providing extra groceries to homebound seniors receiving meals on wheels. Since April 2020, the agency has obtained and delivered almost 300 tons of extra items such as fruits, vegetables, canned goods, shelf stable milk/orange juice, frozen items such as beef, chicken, and heat and eat options for those unable to cook, refrigerated items such as deli meat, cheese, and prepared goods, personal care items, paper goods, and more. These extra groceries also add to the number of deliverable items we send due to the pandemic, causing the need for a delivery van.

6. Provide the most recent financial statement for your corporation.

   Audited financial statement for SFY2022 is attached.

7. Provide itemizations of requested procured equipment and supplies.

Refrigerated Delivery Van	**$46,328.00**
Travel-Delivery costs	**(Agency will cover cost to travel to Chicago and drive van back)**
Titling & Registration Fees	**(Agency will cover the cost of title transfer and registration)**
Total requested	**$46,328.00**

8. Provide three (3) written quotations for any items greater than $1,000.00 and identify the selected vendor's quotation.

   Please see attached bid sheet and quotations.

   The selected vendor is DELIVERY CONCEPTS, INC.

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:
(a) It possesses legal authority to apply for the grant, and execute the proposed program.
(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.
(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.
It will comply with:
(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;
(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, 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 provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.
(i) Titles I through V of the Americans with Disabilities Act of 1990;
(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and
(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.
(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to

examine all records, books, papers, or documents relating to the grant.
(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.
(o) It will comply with:
(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetland;
(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);
(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;
(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;
(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);
(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);
(12)The Clean Water Act of 1977 (Public Law 95-217);
(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);
(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;
(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;
(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;
(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);
(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.
(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

J. Shotwell

Date: 3/27/23

Printed Name

Jennifer Shotwell

COMPETITIVE BID RECORD CO

DESCRIPTION O F ITEMS SPECS INCLUDING QUANITY I 3/27/2023

Refrigerated Van for Area Agency on Aging, Region X

Bidder # 1

Delivery Concepts	2022 Dodge City Promaster
$46,328.00	NEW 100% refrigerated
	Gas powered. Location: Bloomingdale, IL

Bidder # 2

Commercial Truck Trader	1. 2022 Ram Promaster City
1. $63,395.00	NEW 100% refrigerated
	Gas powered. Location Avondale, AZ
2. $62,250.00	2. 2022 Ram Promaster City
	NEW 100% refrigerated
	Gas powered. Location Fayetteville, GA

Bidder # 3

Truck Paper	2022 Mercedes-Benz Metris
$66,888.00	NEW 100% refrigerated
	Gas powered. Location Little Silver, NJ

I certify that the above information is correct as received and that I have not revealed the bidder's price to any other bidder.

J. F Shafnell 3/27/23

Signature Date

BIDDER #1

DELIVERY CONCEPTS CENTRAL
155 COVINGTON DRIVE
BLOOMINGDALE, IL 60108
PH: 630-924-8817
FX: 630-924-8819
www.deliveryconcepts.com

DELIVERY CONCEPTS, INC.

Order Form v21.0

DATE: 3/27/2023
INV/ORDER #:
SOLD BY: Bernie
TERMS: COD
VALID THRU: 4/26/2023

Name:	Jennifer Shotwell			**Phone:**	417-781-7562	**Cell:**		**Fax:**	
Company:	AAA			**Address:**					
City:	Joplin	**State:**	MO	**Zip:**	64803	**Email:**	jshotwell@aaaregionx.org		
Ship To Address:	Same As Above								

Year	Make	Model	Color	Description	Chassis Price
2022	Dodge	City Promaster	WHITE	FWD Cargo Van w/Convince Group	$ 30,100.00
Year	**Conversion Type**	**Model**	**Color**	**Description**	**Price**
2022	IVC	IVC-128_ProMaster City Tradesman		100% Refrigerated	$ 9,798.00

Quantity	Product Number	Option	Price
		Standard Options:	
1	RC-1966	M&D Dodge Promaster City Tradesman	$ 1,403.00
1	IVC-128	Injected Foam Insulation	Included
1	IVC-128	Spray-In, Seamless Polyurea Liner	Included
1	EC-4289	Motion Sensing LED Light	$ 196.00
		Refrigeration:	
1	D-0052	Dual Fan Evaporator	$ 2,678.00
1	D-0057	Grill Mount Condenser	$ 2,678.00

Notes: To be picked up at Bloomingdale, IL Location May 2023

Total Options	$ 6,955.00
Rebate/Discount	$ (750.00)
Subtotal	$ 46,103.00
Freight	$ 225.00
Graphics	
Temp License	
Total	$ 46,328.00
Deposit	
Units	1
Due on Delivery	$ 46,328.00

Remarks: Does not include tax, title, or licensing fees. Not binding until accepted by Delivery Concepts, Inc or its designated representative. No verbal agreements accepted. Sale and delivery subject to final finance approval. No public liability or property damage insurance issued with this transaction unless herein stated. I have read the terms and conditions of sale printed on the following pages, and agree in full to the parameters. I am of legal age and hereby acknowledge receipt of a copy of this order.

Delivery Concepts, Inc Date

Buyer's Signature Date

BIDDER # 2 - 1.






PROMO


New 2022 RAM Reefer/Refrigerated Truck, Van

PROMASTER CITY

16 Miles Stock # 22P00336

$63,395

Larry H. Miller Dodge Ram Avondale

Popularity Stats

Loading Data...

Loading Data...

Description

Stock # 22P00336 16 Miles

2022 Ram ProMaster City Wagon, Wagon, Thermo King V-320 Refrigerated Van with Electric Standby, Full-size Passenger Van, New 2022 Ram ProMaster City Wagon Thermo King V-320 Refrigeration Unit with Electric StandbyRefrigeration van for sale. Standby can be plugged into a 110 outlet. The sale price includes the Refrigeration Unit. Stock# 22P0336.Approximately, 82 Cubic Feet of cargo space.V320 20 / Thermo King with Electric standby to 110 outlet.Scores 28 Highway MPG and 21 City MPG! This Ram ProMaster City Wagon boasts a Regular Unleaded I-4 2.4 L/144 engine powering this Automatic transmission. WHEELS: 16" X 6.5" SILVER STEEL (STD), TRANSMISSION: 9-SPEED 948TE AUTOMATIC (STD), PARK ASSIST SYSTEM DELETE.*This Ram ProMaster City Wagon Comes Equipped with These Options *FULL SIZE SPARE TIRE & INFLATOR KIT, ENGINE: 2.4L I4 MULTIAIR (STD), BRIGHT WHITE, BLACK, PREMIUM CLOTH BUCKET SEATS, Wheels: 16" x 6.5" Silver Steel, Wheels w/Hub Covers, Vinyl Door Trim Insert, Variable Intermittent Wipers, Urethane Gear Shifter Material, Trip Computer.*Stop By Today *Stop by Larry H Miller Dodge Ram Avondale located at 10101 W Papago Fwy, Avondale, AZ 85323 for a quick visit and a great vehicle!*AvondaleDodge.com is Arizona's favorite.*., 24C ED6 DFH PW7 APA 4H4 XA5 TZN NAS ACF YHR 4NU 4EX 5D2 51X *C7 -X9,WHEELS: 16" X 6.5" SILVER STEEL (STD),BLACK PREMIUM CLOTH BUCKET SEATS,BRIGHT WHITE,TRANSMISSION: 9-SPEED 948TE AUTOMATIC (STD),PARK ASSIST SYSTEM DELETE,FULL SIZE SPARE TIRE & INFLATOR KIT,ENGINE: 2.4L I4 MULTIAIR (STD),Front Wheel Drive,Power Steering,ABS,Front Disc/Rear Drum Brakes,Brake Assist,Brake Actuated Limited Slip Differential,Steel Wheels,Tires - Front Performance,Tires - Rear Performance,Intermittent Wipers,Variable Speed Intermittent Wipers,Third Passenger Door,Fourth Passenger Door,Power Door Locks,Daytime Running Lights,AM/FM Stereo MP3 Player,Auxiliary Audio Input,MP3 Player,Auxiliary Audio Input,Bluetooth Connection,Driver Adjustable Lumbar,Driver Adjustable Lumbar,Pass-Through Rear Seat,Rear Bench Seat,Adjustable Steering Wheel,Trip Computer,Keyless Entry,Power Door Locks,Cruise Control,A/C,Cloth Seats,Bucket Seats,Driver Vanity Mirror,Passenger Vanity Mirror,Power Windows,Power Door Locks,Trip Computer,Immobilizer,Traction Control,Stability Control,Traction Control,Front Side Air Bag,Tire Pressure Monitor,Driver Air Bag,Passenger Air Bag,Front Head Air Bag,Rear Head Air Bag,Passenger Air Bag Sensor,Knee Air Bag,Child Safety Locks

Message From Larry H. Miller Dodge Ram Avondale

Please note our Sale Price has been determined based on manufacturer rebates in Arizona. Rebates vary by region. Contact us for your sale price if you plan to purchase and register outside of Arizona.

Larry H. Miller Dodge Ram Avondale always maintains competitive new inventories of commercial Ram vehicles along with a large selection of noncommercial Dodge Ram, pre-owned, and FCA Certified Pre-Owned Chrysler, Dodge, Jeep, and Ram vehicles. Staffed with experienced, non-commission sales representatives and top-trained technicians, we're here to provide a fun, easy, and valuable automotive shopping and service experience.

Details

Condition:	New
Year:	2022
Make:	RAM
Model:	PROMASTER CITY
Class:	CLASS 1 (GVW 0 - 6000)
Category:	Reefer/Refrigerated Truck, Van
Location:	Avondale, AZ
Fuel Type:	Gasoline
Axles:	4x2
Wheelbase:	122
Stock Number:	22P00336
Vi	ZFBHRFAB3N6W91821
Drivetrain:	Front Wheel Drive

Engine Model:	Regular Unleaded I-4 2.4 L/144
Engine Size:	2.4L
Transmission Speed:	9
Transmission Type:	Automatic
Color:	Bright White
Interior Color:	Black
Doors:	4
Mileage:	16

Upfit Details

Upfit Body Type:	REFRIGERATED TRUCKS
Upfit Make:	THERMO KING

Upfit With THERMO KING

Thermo King V-320 Refridgerated body

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Featured

$79,595 23 miles

2023 RAM PROMASTER 2500 Re...

Larry H. Miller Dodge Ram

Featured

$49,895 27 miles

2022 RAM 1500 Pickup Truck,Ut...

Larry H. Miller Dodge Ram

$56,895 17 miles

2023 RAM PROMASTER 2500 Ca...

Larry H. Miller Dodge Ram

$55,695 23 miles

2023 RAM PROMASTER 1500 Ca...

Larry H. Miller Dodge Ram

$54,795 20 miles

2023 RAM PROMASTER 1500 Ca...

Larry H. Miller Dodge Ram

$57

202

Larry

Larry H. Miller Dodge Ram Avondale

Please note our Sale Price has been determined based on manufacturer rebates in Arizona. Rebates vary by region. Contact us for your sale price if you plan to purchase and register outside of Arizona.

Larry H. Miller Dodge Ram Avondale always maintains competitive new inventories of commercial Ram vehicles along with a large selection of noncommercial Dodge Ram, pre-owned, and FCA Certified Pre-Owned Chrysler, Dodge, Jeep, and Ram vehicles. Staffed with experienced, non-commission sales representatives and top-trained technicians, we're here to provide a fun, easy, and valuable automotive shopping and service experience.

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BIDDER # 2-2




PROMO


New 2022 RAM Reefer/Refrigerated Truck, Catering Truck - Food Truck, Cargo Van, Van
PROMASTER CITY

Stock # CITYDCT22020

$62,250

Emerald Transportation Solutions

Popularity Stats

Loading Data...

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Description

Stock # CITYDCT22020

THIS IS A BRAND NEW 2022 RAM PROMASTER CITY REFRIGERATED VAN WITH DUAL SIDE DOORS, FULL OPEN REAR DOORS A EMERALD VAN LINER INSULATION KIT WITH A ALUMINUM TREAD PLATE FLOOR WITH SCUFF. THIS ALSO HAS THE REMOVEABLE CENTER SHELF AND A THERMO KING V 220 20 WITH 115/1/60 ELECTRIC STANDBY IN STOCK AND READY TO GO.

Message From Emerald Transportation Solutions

Emerald Transportation Solutions is your one stop source for all your refrigerated truck and refrigerated van needs. From compact vans to 28' trucks, we'll design and build the perfect refrigerated vehicle for your business.

We upfit Ford, RAM, ProMaster, Chevy, Isuzu, Hino, Nissan and Sprinter chassis. We equip our refrigerated transportation products with PolyVan insulated bodies and liners and refrigeration systems made by ThermoKing, ATC, Carrier and Volta Air all-electric to ensure you get the right refrigerated transportation solution! We keep units and stock and many ready-to-upfit. Visit our website at www.emeraldtransportationsolutions.com or call us Toll Free at (888) 715-1088. Go Green. Go Emerald. We make it easy!

Details

Condition:	New
Year:	2022
Make:	RAM
Model:	PROMASTER CITY
Class:	CLASS 1 (GVW 0 - 6000)
Category:	Reefer/Refrigerated Truck, Catering Truck - Food Truck, Cargo Van, Van
Location:	Fayetteville, GA
Max Horse Power:	181
Fuel Type:	Gasoline
Suspension:	Spring
Wheelbase:	122
Brake Type:	Hydraulic
Stock Number:	CITYDCT22020
VIN:	ZFBHRFAB8N6W76828
Drivetrain:	Front Wheel Drive
Engine Manufacture:	Dodge
Engine Model:	2.4 LITER

Engine Size: 2.4L

Color: WHITE

Interior Color: BLACK

Doors: 4

Options: Air Conditioning, AM/FM Radio, Backup Camera, Power Locks, Power Steering, Power Windows, Tilt Steering Wheel

Upfit Details

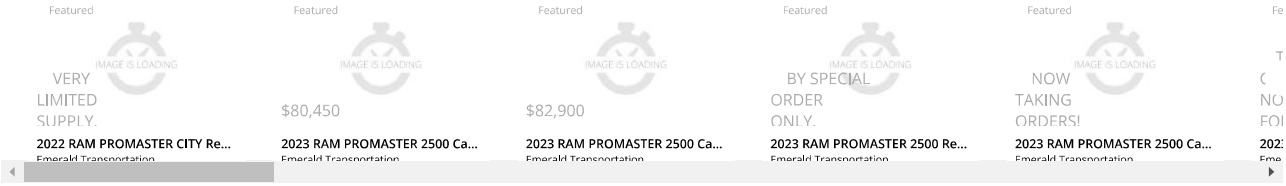
Upfit Body Type: REFRIGERATED TRUCKS

Upfit Make: EMERALD

Upfit With EMERALD

{}

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BIDDER # 3

TruckPaper

Quick Search: Keywords

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Photos (2)



2022 MERCEDES-BENZ METRIS

Reefer Vans

Save Compare

USD **$66,888**

Financial Calculator

Email Seller

Truck Location: 100 Oceanport Ave Little Silver, New Jersey 07739

Seller Information

View Seller Information

Contemporary Motor Car Company

Contact: ED ELEFANTE

Phone: **(856) 335-6098**

Little Silver, New Jersey 07739

Visit Our Website

(856) 335-6098

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General

Year	2022
Manufacturer	MERCEDES-BENZ
Model	METRIS
VIN	W1YV0CEY1N4194779
Condition	New
Stock Number	S2374
Mileage	125 mi

Description	COMING SOON, 2022 METRIS ACTIVE BRAKE ASSIST. MUTI FUNCTION WHEEL, POWER HEATED MIRRORS, ADJUSTABLE, POWER WINDOWS, LOCKS, TILT CRUISE, INSULATED BY ARCTIC, CARRIER INTEGRA 30, SPECIAL ALUMINIUM FLOOR.

Engine

Engine Manufacturer	MERCEDES-BENZ
Engine Displacement	2,000 l
Fuel Type	Gasoline
Turbo	Yes

Powertrain

Transmission	Automatic
Transmission Manufacturer	MERCEDES-BENZ
Overdrive	Yes

Chassis

Gross Vehicle Weight Rating	Class 2: 6,001 - 10,000 pounds
Gross Vehicle Weight	6,614 lb
Wheelbase	135 in

Interior

Drive Side	Left Hand Drive
Power Steering	Yes
Tilt/Telescope	Yes
Cruise Control	Yes

Power Locks	Yes
Power Windows	Both
A/C	Yes
A/C Condition	New

Category Specific

Reefer	Thermo King

Exterior

Color	WHITE
Cab	Standard Cab
Insulated	Yes
Heated Mirrors	Yes

See All Reefer Vans From Seller

See All Trucks & Trailers From Seller

Share Listing:

*Notice: Financing terms available may vary depending on applicant and/or guarantor credit profile(s) and additional approval conditions. Assets aged 10-15 years or more may require increased finance charges. Financing approval may require pledge of collateral as security. Applicant credit profile including FICO is used for credit review. Commercial financing provided or arranged by Express Tech-Financing, LLC pursuant to California Finance Lender License #60DBO54873. Consumer financing arranged by Express Tech-Financing, LLC pursuant to California Finance Lender License #60DBO54873 and state licenses listed at this link. Consumer financing not available for consumers residing in Nevada, Vermont, or Wisconsin. Additional state restrictions may apply. Equal opportunity lender.

AUDIT REPORT

AREA AGENCY ON AGING REGION X
JOPLIN, MISSOURI

FOR THE YEAR ENDED JUNE 30, 2022

McBRIDE, LOCK & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS
KANSAS CITY

AREA AGENCY ON AGING REGION X
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4151 N. Mulberry Drive, Suite 275
Kansas City, Missouri 64116
T: (816) 221.4559
F: (816) 221.4563
E: Admin@McBrideLock.com

McBRIDE, LOCK & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Area Agency on Aging Region X

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Area Agency on Aging Region X (Region X), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Region X as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Region X and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Region X's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatements, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Region X's internal control. Accordingly, no such opinion is expressed.
- Evaluation the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Region X's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 through 24 and the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in

the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 13, 2022, on our consideration of Region X's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Region X's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Region X's internal control over financial reporting and compliance.

McBride, Lock & Associates, LLC
Kansas City, Missouri
October 13, 2022

EXHIBIT A

AREA AGENCY ON AGING REGION X
STATEMENT ON FINANCIAL POSITION
JUNE 30, 2022

ASSETS		
Cash and Cash Equivalents	$	656,217
Receivables:		
Missouri Department of Health and Senior Services		311,860
Missouri Division of Medical Services		63,576
Prepaid expenses		11,147
Equipment		465,416
TOTAL ASSETS	$	1,508,216
LIABILITIES		
DHSS Funds Held in Trust	$	296,987
Accounts Payable		197,764
Accrued Payroll and Taxes		157,557
TOTAL LIABILITIES	$	652,308
NET ASSETS		
Net Assets Without Donor Restrictions	$	507,646
Net Assets With Donor Restrictions		348,262
TOTAL NET ASSETS	$	855,908
TOTAL LIABILITIES AND NET ASSETS	$	1,508,216

See the accompanying notes to the financial statements.

EXHIBIT B

AREA AGENCY ON AGING REGION X
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
REVENUE:			
Missouri Depart. of Health and Senior Services	$ 1,976,936	$ -	$ 1,976,936
Missouri Highway and Transportation Dept.	60,836	-	60,836
Missouri Division of Medical Services-HDM	718,310	-	718,310
Program Income	205,440	-	205,440
Other cash-DHSS match	201,027	-	201,027
Other cash-non DHSS match	139,934	-	139,934
FASB qualifying in-kind resources-SS match	672,042	-	672,042
FASB qualifying in-kind resources-non SS match	-	-	-
Net assets released from restrictions, restrictions satisfied by payments	85,007	(85,007)	-
Total Revenues	$ 4,059,532	$ (85,007)	$ 3,974,525
EXPENDITURES:			
Administration	$ 127,890	$ -	$ 127,890
Supportive Services	493,300	-	493,300
Ombudsman	68,545	-	68,545
Congregate Program	1,045,799	-	1,045,799
Home Delivered Program	1,997,516	-	1,997,516
Disease Prevention & Health Promotion	37,920	-	37,920
Family Caregiver	151,426	-	151,426
Special Programs	118,712	-	118,712
Total Expenditures	$ 4,041,108	$ -	$ 4,041,108
CHANGE IN NET ASSETS	$ 18,424	$ (85,007)	$ (66,583)
NET ASSETS, July 1, 2021	489,222	433,269	922,491
NET ASSETS, June 30, 2022	$ 507,646	$ 348,262	$ 855,908

See accompanying notes to financial statements

EXHIBIT C

AREA AGENCY ON AGING REGION X
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Administration	Supportive Services	Ombudsman	Congregate Program	Home Delivered Program	Disease Prev. & Health Promotion	Family Caregiver	Special Projects	Total
EXPENDITURES:									
Personnel/Fringe	$ 88,601	$ 194,230	$ 15,158	$ 415,749	$ 815,326	$ -	$ 111,425	$ 42,851	$ 1,683,340
Travel (Staff & Volunteers)	2,017	1,794	520	2,114	3,109	-	1,268	-	10,822
Building/Utilities/Phone	1,051	7,424	918	25,042	39,668	-	3,274	-	77,377
Printing/supplies/office expense	1,254	23,157	425	16,452	28,190	-	2,281	65,546	137,305
Equipment	234	3,741	390	780	1,169	-	1,481	-	7,795
Raw Food	-	-	-	115,247	764,957	-	-	-	880,204
Food Service Supplies	-	-	-	4,273	5,944	-	-	-	10,217
Home Delivered Costs	-	-	-	-	19,362	-	-	-	19,362
Training	-	3,070	12	844	1,176	-	64	482	5,648
Professional Services	14,750	-	-	-	-	-	-	-	14,750
Subscriptions/Registrations	190	1,602	175	759	1,060	-	721	-	4,507
Napis/EDP	1,295	23,596	5,558	9,168	15,154	-	9,285	9,833	73,889
Insurance	1,031	16,128	1,680	3,360	5,040	-	6,384	-	33,623
Repairs/Mnt	478	12,596	775	7,845	12,990	-	3,151	-	37,835
Contractual	-	205,962	42,934	-	-	37,920	12,092	-	298,908
Depreciation	16,989	-	-	23,984	32,511	-	-	-	73,484
FASB qualifying in-kind resources-SS match	-	-	-	420,182	251,860	-	-	-	672,042
FASB qualifying in-kind resources-non SS match	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 127,890	$ 493,300	$ 68,545	$ 1,045,799	$ 1,997,516	$ 37,920	$ 151,426	$ 118,712	$ 4,041,108

See accompanying notes to financial statements.

EXHIBIT D

AREA AGENCY ON AGING REGION X
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES:	
Cash received from:	
Missouri Department of Health and Senior Services	$ 1,718,537
Missouri Highway and Transportation Department	60,836
Missouri Division of Medical Services	711,456
Program income	205,440
Other cash	340,961
Cash disbursed to suppliers and employees	(3,161,694)
Net cash provided by (used for) operating activities	$ (124,464)
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchase of Equipment	(94,511)
Net cash provided by (used for) investing activities	$ (94,511)
Net increase in (decrease in) cash and cash equivalents	$ (218,975)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	875,192
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 656,217
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	$ (66,583)
Adjustments to reconcile change in net assets to net cash provided by (used by) operating activities:	
(Increase) decrease in:	
Depreciation	73,484
Receivables:	
Missouri Department of Health and Senior Services	(258,399)
Missouri Division of Medical Services	(6,854)
Prepaid expenses	(2,595)
Increase (decrease) in:	
DHSS funds held in trust	-
Accounts payable	136,763
Accrued expenses	(280)
Net cash provided by (used for) operating activities	$ (124,464)

AREA AGENCY ON AGING REGION X
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A cooperative agreement was entered into on January 30, 1979 by and between the counties of Jasper, Newton, Barton and McDonald, political subdivisions of the State of Missouri, to create a joint board to be known as the Area Agency on Aging Region X pursuant to the provisions of Sec. 70.210 to 70.325 RSMO, 1969, as amended. This agreement was entered into to assist older persons in these counties to maintain an adequate standard of living; physical and mental health; suitable housing; restorative services for those requiring institutional care; opportunities for employment; pursuit of meaningful activity including civic, cultural, and recreational opportunities; community services including low-cost transportation; and freedom and independence in managing their own lives. The Agency shall receive funds under Title III and other Titles of the Older Americans Act, as amended, and such other sources as may become available. The level of services provided by the Agency is dependent upon the amount of funding provided under contract from its funding sources.

The Area Agency on Aging Region X received nonprofit status as a 501(c)(3) organization from the Internal Revenue Service effective August 27, 2004. Accordingly, the Area Agency on Aging Region X is operating as a nonprofit organization as authorized by the Internal Revenue Service.

The governing board is made up of one duly elected representative from each county as appointed by the respective county commissions. The agency provides information regarding the availability of services and participates in the development of resources to meet unmet needs of older Americans. These services are provided under the provisions of the Older Americans Act as amended.

This summary of significant accounting policies of the Agency is presented to assist in understanding the accompanying financial statements. These accounting policies conform to generally accepted accounting principles. The following is a summary of the more significant policies.

a. Basis of Presentation: Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in FASB Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*. Under FASB ASC 958, the Agency is required to report information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions.

Assets are sequenced according to their nearness of conversion to cash, and liabilities are sequenced according to the nearness of their maturity and resulting use of cash.

b. Basis of Accounting: To facilitate observance of limitations and restrictions placed on the use of resources available to the Agency, the accounts of the Agency are maintained in accordance with the principles of fund accounting. Under fund accounting, resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purpose. Separate accounts are maintained for each fund; however, for financial reporting purposes, the funds have been combined.

c. Budgets and Budgetary Accounting: The Board of Directors adheres to these general procedures for budget development:

1) Board of Directors in conjunction with management develops a proposed operating budget for the fiscal year commencing on July 1.

2) The budget is adopted and approved by the Board of Directors.

3) The adopted budget is presented to the funding Agency for final review and approval.

4) A final budget is approved by the Funding Agency.

d. Reporting Entity: In evaluating how to define the Agency, for reporting purposes, management has considered all potential components units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in generally accepted accounting principles. In applying these criteria, included in the reporting entity are all accounts of the Agency and local expenditures from the various senior centers.

e. Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

f. Cost Allocation: Joint costs are allocated to benefiting programs using various allocation methods, depending on the type of joint costs being allocated. Joint costs are those costs incurred for the common benefit of all Agency programs, but which cannot be readily identified with a final cost objective. Cost allocation methods are as follows:

1) Personnel and fringe: salaries and wages, leave and fringe benefits, are allocated to each grant or activity in accordance with job descriptions and time analysis for various functions.

2) Travel: Costs are billed directly to the applicable program.

3) Building space, utilities, monthly base rate on telephone, printing and supplies, equipment maintenance and copier rental: costs are allocated to each program based on square footage occupied.

4) Other: most costs are directly charged to the program. The remaining costs are allocated to administration.

g. Contributions: Contributions that are unconditional are recognized when received in the form of cash or other assets or an unconditional promise to give. Conditional contributions are recognized when the conditions on which they depend have been substantially met. Government grants that are considered to be contributions are recognized as qualifying expenditures are incurred on a reimbursement basis. A cash request for reimbursement of eligible expenses is submitted to the Missouri Department of Health and Senior Services as the expenses are incurred. Program income is recognized when received. Other cash is recognized when earned consistent with the terms and conditions which govern the funding.

Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted contributions are reported as increases to net assets with donor restrictions. Whenever a restriction expires (that is, when a stipulated time restriction ends or purpose of restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

h. Revenue Recognition: Medicaid meal revenues are recognized as home delivered meals are provided to eligible clients in an amount that the Agency expects to be entitled to in exchange for those services on a per-meal basis. Eligible meals are billed to the Missouri Division of Medical Services on a monthly basis.

i. Contributed Nonfinancial Assets: Significant services, facilities, and materials are donated by various individuals and organizations. The fair market value of donated services was $348,717 for fiscal year 2022. Donated services are not recognized in the financial statements because they did not meet the criteria for recognition under FASB ASC 958-605-25. Contributed nonfinancial assets are used to meet non-Federal share matching requirements of the various grant programs.

Contributed nonfinancial assets recognized within the Statement of Activities on the FASB Qualifying In-Kind Resources line include:

Use of Buildings	$ 600,261
Food	71,781
Total	$ 672,042

The contributed building space was used for carrying out Congregate and Home Delivered meal programs. The contributions were valued at the fair market value of each location based on comparable per square foot rental rates. Contributed food was utilized in the Home Delivered meal program and was based on the fair market retail values of the items donated. Contributed nonfinancial assets did not have donor-imposed restrictions.

j. Compensated Absences: Vacation leave earned by employees is payable upon voluntary separation from the organization. Employees terminated for cause may have their unused vacation leave payable at the discretion of the Agency. Vacation leave earned and unused by employees totaled $71,512 at June 30, 2022.

k. Fair Value Measurements: Accounting standards establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1 – Quoted prices in active markets for identical assets.
Level 2 – Quote prices for similar asses in active or inactive markets, or inputs derived from observable market data by correlation such as appraisals or other means such as calculations based on contractual rates and published tables.
Level 3 – Unobservable inputs that reflect management's assumptions and best estimates based on available data.

The Agency uses Level 1 measurements whenever possible, as they result in the most reliable measure of fair value.

l. New Accounting Pronouncements: The Agency has adopted the requirements of ASU 2020-07, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets* for the fiscal year ended June 30, 2022. This guidance requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash and other financial assets, along with expanded disclosure requirements. The adoption of the standard had no effect on the Agency's beginning net asset balances.

In February 2016, the FASB issued ASU 2016-02, *Leases*. This guidance requires the rights and obligations of new and existing leases to be recognized as assets and liabilities on the Statement of Financial Position. The guidance will require disclosures to better inform financial statement users of the amounts, timing and uncertainty of cash flows arising from leases. The standard is effective for fiscal years beginning after December 15, 2021 (organization's fiscal year 2023). The impact of this standard on the organization's financial statements is being evaluated.

NOTE 2: LIQUIDITY AND AVAILABILITY

The Area Agency on Aging Region X manages its cash flow to ensure cash is available for current expenses. We operate on a reimbursement basis from the Missouri Department of Health and Senior Services (DHSS), who is our primary grantor. We have DHSS Funds Held in Trust as well as carryover of non-budgeted DHSS funds. We also have carryover funds from non-DHSS sources. As part of the Agency's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

All of the Agency's financial assets (cash and cash equivalents and receivables) are available for general use within one year of the Statement of Financial Position date.

NOTE 3 – CASH AND CASH EQUIVALENTS

The Agency is not required to have a separate bank account for each program. Therefore, some programs may have a negative cash balance. The Agency considers all highly liquid investments with maturity of three months or less when purchased to be cash equivalents.

Cash and cash equivalents at the Agency at June 30, 2022 are as follows:

	Carrying Value	Bank Balance
Cash and Cash Equivalents	$656,217	$662,171

NOTE 4 - FIXED ASSETS

All equipment acquired with grant award funds is owned by the Agency while used in the program for which it was purchased or in other future authorized programs. The funding sources, however, have a reversionary interest in the equipment purchased with grant funds; therefore, its disposition, as well as the ownership of any sale proceeds there from is subject to funding source regulations. Property and equipment, with a cost of $2,500 or more are depreciated using the straight-line method over their estimated useful lives. In accordance with grant award budgets approved by funding sources,

equipment is charged to expense in the period during which it was purchased. The following is a summary of changes in fixed assets during the fiscal year:

	Fixed Assets June 30, 2021	Additions	Deletions	FY22 Depreciation	Fixed Assets June 30, 2022
FIXED ASSETS:					
Land	$ 83,000	$ -	$ -	$ -	$ 83,000
Building	217,000	-	-	-	217,000
Parking Lot Improvements	15,739	-	-	-	15,739
Building Canopy	10,331	-	-	-	10,331
PTAC AC	4,650	-	-	-	4,650
Trimline Storage Building	7,244	-	-	-	7,244
HVAC System	-	32,400	-	-	32,400
Total Land and Building	**$ 337,964**	**$ 32,400**	**$ -**	**$ -**	**$ 370,364**
Equipment:					
Central office equipment	$ 39,877	$ 6,430	$ -	$ -	$ 46,307
Delivery vehicle	331,161	29,910	-	-	361,071
Senior center equipment	457,276	25,771	-	-	483,047
Total Equipment	**$ 828,314**	**$ 62,111**	**$ -**	**$ -**	**$ 890,425**
Less: Accumulated Depreciation					
Building depreciation	$ (86,112)	$ -	$ -	$ (6,889)	$ (93,001)
Parking lot depreciation	(8,917)	-	-	(1,049)	(9,966)
Building Canopy	(6,806)	-	-	(984)	(7,790)
PTAC AC	(4,651)	-	-	-	(4,651)
Trimline Storage Building	(604)	-	-	(483)	(1,087)
HVAC System	-	-	-	(180)	(180)
Central office depreciation	(36,844)	-	-	(7,404)	(44,248)
Delivery vehicle depreciation	(266,746)	-	-	(23,984)	(290,730)
Senior center depreciation	(311,209)	-	-	(32,511)	(343,720)
Total Accumulated Depreciation	**$ (721,889)**	**$ -**	**$ -**	**$ (73,484)**	**$ (795,373)**
TOTAL FIXED ASSETS	**$ 444,389**	**$ 94,511**	**$ -**	**$ (73,484)**	**$ 465,416**
Additions - GAAP Basis	94,511				
Equipment Expense - Grant Basis	102,306				
Variance	$ (7,795)				

Equipment with a unit cost less than $2,500 is not considered to be a fixed asset and is not included in additions.

NOTE 5 – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes at June 30, 2022:

Subject to expenditure for specified purpose:	
Ombudsman	$ 8,573
Home delivered meals	181,986
Family caregiver	10,972
Special programs	146,731
Total Net Assets With Donor Restrictions	$ 348,262

NOTE 6 – BUSINESS CONCENTRATION

Most funding for the agency was provided by the Missouri Department of Health and Senior Services through Federal and state grants. For the fiscal year ended June 30, 2022, Missouri Department of Health and Senior Services revenues were $1,976,936. Additionally, related contributions from program participants totaled $205,440.

NOTE 7 - CONTINGENCIES

The Agency participates in federal and state programs that are fully or partially funded by grants received from the Missouri Department of Health and Senior Services. Expenditures financed by grants are subject to review and audit by the Missouri Department of Health and Senior Services. Such reviews or audits could result in a request for reimbursement by the Missouri Department of Health and Senior Services for expenditures disallowed under the terms and conditions of the grants. The Agency believes that disallowed expenditures, if any, based upon subsequent audits by the grantor agency will not be significant to the Agency's financial statements.

NOTE 8 – DHSS FUNDS HELD IN TRUST

The amount reported as Department of Health and Senior Services funds held in trust represents cash received from the Missouri Department of Health and Senior Services but not yet expended. Cash received from the Department of Health and Senior Services is not recognized as revenue until an offsetting expenditure has been incurred. Expenses not incurred to offset cash received are recorded as a liability on the statement of financial position.

NOTE 9 – CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Agency to concentration of credit risk consist principally of cash deposits and accounts receivable. The Agency primarily maintains its cash deposits in financial institutions located in Joplin, Missouri. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At June 30, 2022, the Agency's uninsured cash balance totaled $393,640. This balance is secured through a repurchase agreement with the Agency's primary financial institution. Credit risk for accounts receivable is concentrated as well because a substantial amount of the balances are receivable from the Missouri Department of Health and Senior Services and are dependent upon the level of funding provided for each program.

NOTE 10 – INCOME TAXES

The Agency has received a determination from the Internal Revenue Service exempting it from federal income tax under Code Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service further determined that the Agency is not a private foundation within the meaning of Section 501(a)(2) of the Code.

As required by FASB ASC No. 740, *Income Taxes*, the Agency evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels. The primary tax positions evaluated are related to the Agency's continued qualification as a tax-exempt organization and whether there is unrelated business income activities conducted that would be taxable. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; no disclosures of uncertain tax positions are required. The Agency is no longer subject to United States federal or state examinations by tax authorities for the years before 2019. During 2022, the Agency did not recognize any interest or penalties associated with any positions.

NOTE 11 – RETIREMENT PLAN

The Agency does not offer employees a defined benefit or defined contribution pension plan.

NOTE 12 – LEASES

The Agency did not have any obligations under lease contracts as of June 30, 2022.

NOTE 13 – SUBSEQUENT EVENTS

Management has evaluated and noted no subsequent events through October 13, 2022, the date which the financial statements were available for issue.

SUPPLEMENTARY INFORMATION

SCHEDULE 1

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022

ASSETS	Grant Basis	GAAP Adjustments	GAAP Basis
Cash and Cash Equivalents	$ 656,217	$ -	$ 656,217
Receivables:			
Missouri Department of Health and Senior Services	311,860	-	311,860
Missouri Division of Medical Services	63,576	-	63,576
Prepaid Expenses	11,147	-	11,147
Equipment	-	465,416	465,416
TOTAL ASSETS	$ 1,042,800	$ 465,416	$ 1,508,216
LIABILITIES			
DHSS Funds Held in Trust	$ 296,987	$ -	$ 296,987
Accounts Payable	197,764	-	197,764
Accrued Payroll and Taxes	157,557	-	157,557
TOTAL LIABILITIES	$ 652,308	$ -	$ 652,308
NET ASSETS			
Net Assets Without Donor Restrictions	$ 42,230	$ 465,416	$ 507,646
Net Assets With Donor Restrictions	348,262	-	348,262
TOTAL NET ASSETS	$ 390,492	$ 465,416	$ 855,908
TOTAL LIABILITIES AND NET ASSETS	$ 1,042,800	$ 465,416	$ 1,508,216

SCHEDULE 2

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

	Grant Basis	GAAP Adjustments	GAAP Basis
REVENUES:			
Missouri Department of Health and Senior Services	$ 1,976,936	$ -	$ 1,976,936
Missouri Highway and Transportation Dept.	60,836	-	60,836
Missouri Division of Medical Services - HDM	718,310	-	718,310
Program Income	205,440	-	205,440
Other cash-DHSS match	201,027	-	201,027
Other cash-non DHSS match	139,934	-	139,934
FASB qualifying in-kind resources-SS match	672,042	-	672,042
FASB qualifying in-kind resources-non SS match	-	-	-
Net Assets released from restriction, restrictions staisfied by payments	-	-	-
Total Revenue	$ 3,974,525	$ -	$ 3,974,525
EXPENDITURES:			
Personnel/Fringe	$ 1,683,340	$ -	$ 1,683,340
Travel (Staff & Volunteers)	10,822	-	10,822
Building/Utilities/Phone	77,377	-	77,377
Printing/supplies/office expense	137,305	-	137,305
Equipment	102,306	(94,511)	7,795
Raw Food	880,204	-	880,204
Food Service Supplies	10,217	-	10,217
Home Delivered Costs	19,362	-	19,362
Training	5,648	-	5,648
Professional Services	14,750	-	14,750
Subscriptions/Registrations	4,507	-	4,507
Napis/EDP	73,889	-	73,889
Insurance	33,623	-	33,623
Repairs/Mnt	37,835	-	37,835
Contractual	298,908	-	298,908
Depreciation	-	73,484	73,484
FASB qualifying in-kind resources-SS match	672,042	-	672,042
FASB qualifying in-kind resources-non SS match	-	-	-
Total Expenditures	$ 4,062,135	$ (21,027)	$ 4,041,108
Change in Net Assets	$ (87,610)	$ 21,027	$ (66,583)
Net assets, beginning of year	478,102	444,389	922,491
Net assets, end of year	$ 390,492	$ 465,416	$ 855,908

SCHEDULE 3

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF FINANCIAL POSITION - FUND ACCOUNTING
JUNE 30, 2022

	Administration	Supportive Services	Ombudsman	Congregate Program	Home Delivered Program	Disease Prev. & Health Promotion	Family Caregiver	Special Projects	Total
ASSETS									
Cash and cash equivalents	$ 42,906	$ 73,295	$ 11,081	$ 140,281	$ 210,684	$ 2,484	$ 29,065	$ 146,421	$ 656,217
Receivables:									
Missouri Department of Health and Senior Services	11,543	81,151	5,181	48,873	133,618	2,326	28,858	310	311,860
Missouri Division of Medical Services	735	2,940	-	-	59,901	-	-	-	63,576
Prepaid Expenses	700	5,178	530	1,112	1,589	-	2,038	-	11,147
TOTAL ASSETS	$ 55,884	$ 162,564	$ 16,792	$ 190,266	$ 405,792	$ 4,810	$ 59,961	$ 146,731	$ 1,042,800
LIABILITIES									
DHSS funds held in trust	$ -	$ 76,905	$ -	$ 136,489	$ 62,861	$ 2,484	$ 18,248	$ -	$ 296,987
Accounts payable	4,118	51,136	4,829	20,869	99,196	2,326	15,290	-	197,764
Accrued expenses	9,536	34,523	3,390	32,908	61,749	-	15,451	-	157,557
Deferred revenue	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	$ 13,654	$ 162,564	$ 8,219	$ 190,266	$ 223,806	$ 4,810	$ 48,989	$ -	$ 652,308
NET ASSETS									
Net assets without donor restrictions	$ 42,230	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 42,230
Net assets with donor restrictions	-	-	8,573	-	181,986	-	10,972	146,731	348,262
TOTAL NET ASSETS	$ 42,230	$ -	$ 8,573	$ -	$ 181,986	$ -	$ 10,972	$ 146,731	$ 390,492
TOTAL LIABILITIES AND NET ASSETS	$ 55,884	$ 162,564	$ 16,792	$ 190,266	$ 405,792	$ 4,810	$ 59,961	$ 146,731	$ 1,042,800

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF ACTIVITIES - BY FUNDING SOURCE - FUND ACCOUNTING
FOR THE YEAR ENDED JUNE 30, 2022

	Administration	Supportive Services	Ombudsman	Congregate Program	Home Delivered Program	Disease Prev. & Health Promotion	Family Caregiver	Special Projects	Eliminations Other In-Kind	Total
REVENUE:										
Missouri Department of Health and Senior Services	$ 109,300	$ 421,506	$ 69,193	$ 373,512	$ 748,213	$ 28,286	$ 161,581	$ 65,345	$ -	$ 1,976,936
Missouri Highway and Transportation Dept.	-	60,836	-	-	-	-	-	-	-	60,836
Missouri Division of Medical Services	4,455	17,820	-	-	696,035	-	-	-	-	718,310
Program Income	-	10,359	-	149,287	35,910	9,634	250	-	-	205,440
Other cash-DHSS match	-	2,056	-	85,218	113,753	-	-	-	-	201,027
Other cash-non DHSS match	-	-	-	-	95,136	-	-	44,798	-	139,934
FASB qualifying in-kind resources-SS match	-	-	-	420,182	251,860	-	-	-	-	672,042
FASB qualifying in-kind resources-non SS match	-	-	-	-	-	-	-	-	-	-
Other in-kind resources-SS match	36,278	66,129	2,691	92,287	100,148	-	51,184	-	(348,717)	-
Other in-kind resources-non SS match	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	$ 150,033	$ 578,706	$ 71,884	$ 1,120,486	$ 2,041,055	$ 37,920	$ 213,015	$ 110,143	$ (348,717)	$ 3,974,525
EXPENDITURES:										
Missouri Department of Health and Senior Services	$ 109,300	$ 421,506	$ 69,193	$ 373,512	$ 748,213	$ 28,286	$ 161,581	$ 65,345	$ -	$ 1,976,936
Missouri Highway and Transportation Dept.	-	60,836	-	-	-	-	-	-	-	60,836
Missouri Division of Medical Services	4,455	17,820	-	-	696,035	-	-	-	-	718,310
Program Income	-	10,359	-	149,287	35,910	9,634	250	-	-	205,440
Other cash-DHSS match	156	8,236	140	97,872	138,525	-	3,457	-	-	248,386
Other cash-non DHSS match	2,447	-	552	-	123,819	-	-	53,367	-	180,185
FASB qualifying in-kind resources-SS match	-	-	-	420,182	251,860	-	-	-	-	672,042
FASB qualifying in-kind resources-non SS match	-	-	-	-	-	-	-	-	-	-
Other in-kind resources-SS match	36,278	66,129	2,691	92,287	100,148	-	51,184	-	(348,717)	-
Other in-kind resources-non SS match	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 152,636	$ 584,886	$ 72,576	$ 1,133,140	$ 2,094,510	$ 37,920	$ 216,472	$ 118,712	$ (348,717)	$ 4,062,135
CHANGE IN NET ASSETS										
Program income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Other cash-DHSS Match	(156)	(6,180)	(140)	(12,654)	(24,772)	-	(3,457)	-	-	(47,359)
Total Other cash-NON DHSS Match	(2,447)	-	(552)	-	(28,683)	-	-	(8,569)	-	(40,251)
Total change in net assets	$ (2,603)	$ (6,180)	$ (692)	$ (12,654)	$ (53,455)	$ -	$ (3,457)	$ (8,569)	$ -	$ (87,610)
NET ASSETS, BEGINNING OF YEAR										
Program income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Other cash-DHSS Match	156	366	140	3,843	106,484	-	4,963	-	-	115,952
Total Other cash-NON DHSS Match	44,677	-	9,125	-	128,957	-	9,466	169,925	-	362,150
Total net assets, beginning of year	$ 44,833	$ 366	$ 9,265	$ 3,843	$ 235,441	$ -	$ 14,429	$ 169,925	$ -	$ 478,102
TRANSFERS IN (OUT) / ADJUSTMENTS										
Program income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Other cash-DHSS Match	-	5,814	-	8,811	-	-	-	-	-	14,625
Total Other cash-NON DHSS Match	-	-	-	-	-	-	-	(14,625)	-	(14,625)
Total transfers	$ -	$ 5,814	$ -	$ 8,811	$ -	$ -	$ -	$ (14,625)	$ -	$ -
NET ASSETS, END OF YEAR										
Program income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Other cash-DHSS Match	-	-	-	-	81,712	-	1,506	-	-	83,218
Total Other cash-NON DHSS Match	42,230	-	8,573	-	100,274	-	9,466	146,731	-	307,274
TOTAL NET ASSETS, END OF YEAR	$ 42,230	$ -	$ 8,573	$ -	$ 181,986	$ -	$ 10,972	$ 146,731	$ -	$ 390,492

SCHEDULE 5

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF FUNCTIONAL EXPENSES BY SERVICE - FUND ACCOUNTING
FOR THE YEAR ENDED JUNE 30, 2022

	Administration	Supportive	Ombudsman	Congregate	Home Delivered	Disease Prevention	Family Caregiver	Special Programs	Eliminations	Total
EXPENDITURES:										
Personnel/Fringe	$ 88,601	$ 194,230	$ 15,158	$ 415,749	$ 815,326	$ -	$ 111,425	$ 42,851	$ -	$ 1,683,340
Travel (Staff & Volunteers)	2,017	1,794	520	2,114	3,109	-	1,268	-	-	10,822
Building/Utilities/Phone	1,051	7,424	918	25,042	39,668	-	3,274	-	-	77,377
Printing/supplies/office expense	1,254	23,157	425	16,452	28,190	-	2,281	65,546	-	137,305
Equipment	5,691	29,198	1,730	19,818	30,526	-	15,343	-	-	102,306
Raw Food	-	-	-	115,247	764,957	-	-	-	-	880,204
Food Service Supplies	-	-	-	4,273	5,944	-	-	-	-	10,217
Home Delivered Costs	-	-	-	-	19,362	-	-	-	-	19,362
Training	-	3,070	12	844	1,176	-	64	482	-	5,648
Professional Services	14,750	-	-	-	-	-	-	-	-	14,750
Subscriptions/Registrations	190	1,602	175	759	1,060	-	721	-	-	4,507
Napis/EDP	1,295	23,596	5,558	9,168	15,154	-	9,285	9,833	-	73,889
Insurance	1,031	16,128	1,680	3,360	5,040	-	6,384	-	-	33,623
Repair/Mnt	478	12,596	775	7,845	12,990	-	3,151	-	-	37,835
Contractual	-	205,962	42,934	-	-	37,920	12,092	-	-	298,908
FASB qualifying in-kind resources- DHSS match	-	-	-	420,182	251,860	-	-	-	-	672,042
FASB qualifying in-kind resources-non DHSS match	-	-	-	-	-	-	-	-	-	-
Other in-kind resources-DHSS match	36,278	66,129	2,691	92,287	100,148	-	51,184	-	(348,717)	-
Other in-kind resources-non DHSS match	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 152,636	$ 584,886	$ 72,576	$ 1,133,140	$ 2,094,510	$ 37,920	$ 216,472	$ 118,712	$ (348,717)	$ 4,062,135

SCHEDULE 6

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF FUNCTIONAL EXPENSES BY SERVICE - FUND ACCOUNTING
SUPPORTIVE PROGRAM
FOR THE YEAR ENDED JUNE 30, 2022

	Transportation	Home Bound Shopping	Information & Assistance	Case Management	Public Information & Education	Homemaker	Legal Assistance	Respite IIIB	Personal Care	Home Modifications	Telephone Reassurance	Total
EXPENDITURES:												
Personnel/Fringe	$ -	$ -	$ 83,820	$ 40,404	$ 67,016	$ -	$ -	$ -	$ -	$ -	$ 2,990	$ 194,230
Travel (Staff & Volunteers)	-	-	852	218	724	-	-	-	-	-	-	1,794
Building/Utilities/Phone	-	-	5,307	310	1,807	-	-	-	-	-	-	7,424
Printing/supplies/office expense	-	-	3,834	689	11,074	-	-	-	-	7,560	-	23,157
Equipment	-	-	16,606	4,270	8,322	-	-	-	-	-	-	29,198
Raw Food	-	-	-	-	-	-	-	-	-	-	-	-
Food Service Supplies	-	-	-	-	-	-	-	-	-	-	-	-
Home Delivered Costs	-	-	-	-	-	-	-	-	-	-	-	-
Training	-	-	25	3,010	35	-	-	-	-	-	-	3,070
Professional Services	-	-	-	-	-	-	-	-	-	-	-	-
Subscriptions/Registrations	-	-	1,117	65	420	-	-	-	-	-	-	1,602
Napis/EDP	-	-	16,811	1,018	5,767	-	-	-	-	-	-	23,596
Insurance	-	-	12,096	672	3,360	-	-	-	-	-	-	16,128
Repairs/Mnt	-	-	5,844	378	1,787	-	-	-	-	4,587	-	12,596
Contractual	113,622	19,342	-	17,820	-	3,761	3,798	21,753	25,866	-	-	205,962
FASB qualifying in-kind resources- DHSS match	-	-	-	-	-	-	-	-	-	-	-	-
FASB qualifying in-kind resources-non DHSS match	-	-	-	-	-	-	-	-	-	-	-	-
Other in-kind resources-DHSS match	9,925	13,713	38,434	-	-	323	920	1,115	1,699	-	-	66,129
Other in-kind resources-non DHSS match	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 123,547	$ 33,055	$ 184,746	$ 68,854	$ 100,312	$ 4,084	$ 4,718	$ 22,868	$ 27,565	$ 12,147	$ 2,990	$ 584,886

SCHEDULE 7

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF FUNCTIONAL EXPENSES BY SERVICE - FUND ACCOUNTING
DISEASE PREVENTION AND HEALTH PROMOTION
FOR THE YEAR ENDED JUNE 30, 2022

	Health Screening/MM Evidenced Based
EXPENDITURES:	
Personnel/Fringe	$ -
Travel (Staff & Volunteers)	-
Building/Utilities/Phone	-
Printing/supplies/office expense	-
Equipment	-
Raw Food	-
Food Service Supplies	-
Home Delivered Costs	-
Training	-
Professional Services	-
Subscriptions/Registrations	-
Napis/EDP	-
Insurance	-
Repairs/Mnt	-
Contractual	37,920
FASB qualifying in-kind resources- DHSS match	-
FASB qualifying in-kind resources-non DHSS match	-
Other in-kind resources-DHSS match	-
Other in-kind resources-non DHSS match	-
TOTAL EXPENDITURES	$ 37,920

SCHEDULE 8

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF FUNCTIONAL EXPENSES BY SERVICE - FUND ACCOUNTING
FAMILY CAREGIVER
FOR THE YEAR ENDED JUNE 30, 2022

	Public Information & Education	Information & Assistance	Case Management	Respite	Total
EXPENDITURES:					
Personnel/Fringe	$ 39,646	$ 53,861	$ 17,918	$ -	$ 111,425
Travel (Staff & Volunteers)	431	804	33	-	1,268
Building/Utilities/Phone	1,101	2,002	171	-	3,274
Printing/supplies/office expense	747	1,194	340	-	2,281
Equipment	4,380	6,953	4,010	-	15,343
Raw Food	-	-	-	-	-
Food Service Supplies	-	-	-	-	-
Home Delivered Costs	-	-	-	-	-
Training	29	30	5	-	64
Professional Services	-	-	-	-	-
Subscriptions/Registrations	224	430	67	-	721
Napis/EDP	3,255	5,465	565	-	9,285
Insurance	2,352	3,696	336	-	6,384
Repairs/Mnt	1,047	1,957	147	-	3,151
Contractual	-	-	-	12,092	12,092
FASB qualifying in-kind resources- DHSS match	-	-	-	-	-
FASB qualifying in-kind resources-non DHSS match	-	-	-	-	-
Other in-kind resources-DHSS match	-	50,038	-	1,146	51,184
Other in-kind resources-non DHSS match	-	-	-	-	-
TOTAL EXPENDITURES	$ 53,212	$ 126,430	$ 23,592	$ 13,238	$ 216,472

SCHEDULE 9

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
STATEMENT OF FUNCTIONAL EXPENSES BY SERVICE - FUND ACCOUNTING
SPECIAL PROGRAMS
FOR THE YEAR ENDED JUNE 30, 2022

	MIPPA	CDC Vaccine Access	Fundraising	Chronic Disease Mgmt.	COVID Vaccine Registry	Stronghold IT Project	Total
EXPENDITURES:							
Personnel/Fringe	$ 30,790	$ 5,200	$ -	$ -	$ 6,861	$ -	$ 42,851
Travel (Staff & Volunteers)	-	-	-	-	-	-	-
Building/Utilities/Phone	-	-	-	-	-	-	-
Printing/supplies/office expense	-	29,355	175	1,579	34,437	-	65,546
Equipment	-	-	-	-	-	-	-
Raw Food	-	-	-	-	-	-	-
Food Service Supplies	-	-	-	-	-	-	-
Home Delivered Costs	-	-	-	-	-	-	-
Training	-	-	-	482	-	-	482
Professional Services	-	-	-	-	-	-	-
Subscriptions/Registrations	-	-	-	-	-	-	-
Napis/EDP	-	-	-	-	3,500	6,333	9,833
Insurance	-	-	-	-	-	-	-
Repairs/Mnt	-	-	-	-	-	-	-
Contractual	-	-	-	-	-	-	-
FASB qualifying in-kind resources- DHSS match	-	-	-	-	-	-	-
FASB qualifying in-kind resources-non DHSS match	-	-	-	-	-	-	-
Other in-kind resources-DHSS match	-	-	-	-	-	-	-
Other in-kind resources-non DHSS match	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 30,790	$ 34,555	$ 175	$ 2,061	$ 44,798	$ 6,333	$ 118,712

SCHEDULE 10

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
PRIORITY SUPPORTIVE SERVICES EXPENDITURES BY FUNDING SERVICE - FUND ACCOUNTING
FOR THE YEAR ENDED JUNE 30, 2022

	DHSS	MoDOT	Medicaid	Prog Inc	Other Inc	In-kind	Total
Access Services							
Transportation	$ 35,366	$ 60,836	$ -	$ 9,184	$ 8,236	$ 9,925	$ 123,547
Information & Assistance	146,312	-	-	-	-	38,434	184,746
Case Management	51,034	-	17,820	-	-	-	68,854
Public Info. & Education	100,312	-	-	-	-	-	100,312
Toal Access Services	$ 333,024	$ 60,836	$ 17,820	$ 9,184	$ 8,236	$ 48,359	$ 477,459
In-Home Services							
Homemaker	$ 3,761	$ -	$ -	$ -	$ -	$ 323	$ 4,084
Personal Care	24,756	-	-	1,110	-	1,699	27,565
Respite	21,753	-	-	-	-	1,115	22,868
Homebound Shopping	19,277	-	-	65	-	13,713	33,055
Home Modification	12,147	-	-	-	-	-	12,147
Telephone Reassurance	2,990	-	-	-	-	-	2,990
Total In-Home Services	$ 84,684	$ -	$ -	$ 1,175	$ -	$ 16,850	$ 102,709
Legal Services	$ 3,798	$ -	$ -	$ -	$ -	$ 920	$ 4,718
Total Priority Services	$ 421,506	$ 60,836	$ 17,820	$ 10,359	$ 8,236	$ 66,129	$ 584,886

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

FEDERAL GRANTOR Pass-through Grantor Program Title	PASS-THROUGH ENTITY IDENTIFYING NUMBER	FEDERAL ASSISTANCE LISTING NUMBER	CARRYOVER FROM PRIOR YEAR	CURRENT YEAR AWARD AMOUNT	EXPENDITURES	LAPSED	UNREMITTED BALANCE 6/30/2022	REMITTED BALANCE 6/30/2022	AWARDS PASSED-THROUGH TO SUBRECIPIENTS
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES									
Passed Through Missouri Department of Health and Senior Services	ERS10522010								
Title III, Part B - Grant Funds		93.044	$ 284,638	$ 287,669	$ 335,236	$ -	$ 160,166	$ 76,905	$ 176,956
Title III, Part B - Grant Funds - COVID-19		93.044	-	350,871	71,664	-	279,207	-	-
Title III, Part B - Program Income		93.044	-	10,359	10,359	-	-	-	10,359
Total Title III, Part B					$ 417,259				$ 187,315
Title III, Part C1 - Grant Funds		93.045	397,000	399,500	69,294	-	590,717	136,489	-
Title III, Part C1 - Grant Funds - COVID-19		93.045	-	206,293	16,833	-	189,460	-	-
Title III, Part C1 - Program Income		93.045	-	149,287	149,287	-	-	-	-
Title III, Part C2 - Grant Funds		93.045	310,259	257,448	174,640	-	330,206	62,861	-
Title III, Part C2 - Grant Funds - COVID-19		93.045	-	406,156	132,848	-	273,308	-	-
Title III, Part C2 - Program Income		93.045	-	35,910	35,910	-	-	-	-
Total Title III, Part C					$ 578,812				$ -
Nutrition Service Incentive Program		93.053	171,102	159,170	330,272	-	-	-	-
Total Aging Cluster					$ 1,326,343				
Title III, Part D - Grant Funds		93.043	17,002	27,263	28,286	-	13,495	2,484	28,286
Title III, Part D - Grant Funds - COVID-19		93.043	-	30,256	22,756	-	7,500	-	-
Title III, Part D - Program Income		93.043	-	9,634	9,634	-	-	-	9,634
Total Title III, Part D					$ 60,676				$ 37,920
Title III, Part E - Grant Funds		93.052	101,275	151,056	157,249	-	76,834	18,248	12,988
Title III, Part E - Grant Funds - COVID-19		93.052	-	99,939	74,836	-	25,103	-	-
Title III, Part E - Program Income		93.052	-	250	250	-	-	-	250
Total Title III, Part E					$ 232,335				$ 13,238
Title VII, Elder Rights, Ombudsman		93.042	-	10,349	10,349	-	-	-	10,349
Title VII, Elder Rights, Elder Abuse		93.041	-	1,597	1,597	-	-	-	1,597
Social Services Block Grant - SSBG		93.667	-	45,034	45,034	-	-	-	-
MIPPA		93.071	14,920	27,780	30,790	-	11,910	-	-
Immunization Cooperative Agreements	DH210049689	93.268	-	44,798	44,798	-	-	-	-
Total Federal Awards Passed Through The Missouri Department of Health and Senior Services			$ 1,296,196	$ 2,710,619	$ 1,751,922	$ -	$ 1,957,906	$ 296,987	$ 250,419
Passed through District III Area Agency on Aging Special Programs for the Aging Discretionary Projects - The Missouri SMP	N/A	93.048	$ 5,000	$ 5,000	$ -	$ -	$ -	$ 10,000	$ -
Passed through Missouri Association of Area Agencies on Aging Special Programs for the Aging Discretionary Projects - Direct Adult Protective Services	CS221944002	93.747	$ -	$ 37,122	$ -	$ -	$ 37,122	$ -	$ -
Passed through Economic Security Corporation of Southwest Area Community Services Block Grant - COVID-19	N/A	93.569	$ 39,884	$ -	$ 39,884	$ -	$ -	$ -	$ -

See accompanying notes to the schedule of expenditures of federal awards.

AREA AGENCY ON AGING REGION X
SUPPLEMENTARY INFORMATION
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

FEDERAL GRANTOR Pass-through Grantor Program Title	PASS-THROUGH ENTITY IDENTIFYING NUMBER	FEDERAL ASSISTANCE LISTING NUMBER	CARRYOVER FROM PRIOR YEAR	CURRENT YEAR AWARD AMOUNT	EXPENDITURES	LAPSED	UNREMITTED BALANCE 6/30/2022	REMITTED BALANCE 6/30/2022	AWARDS PASSED-THROUGH TO SUBRECIPIENTS
U.S. DEPARTMENT OF THE TREASURY									
Passed through Barton County									
Coronavirus Relief Fund - COVID-19	N/A	21.019	$ 4,921	$ -	$ 4,921	$ -	$ -	$ -	$ -
Passed through Jasper County									
Coronavirus Relief Fund - COVID-19	N/A	21.019	53,443	-	53,443	-	-	-	-
Passed through Newton County									
Coronavirus Relief Fund - COVID-19	N/A	21.019	16,872	-	16,872	-	-	-	-
Passed through McDonald County									
Coronavirus Relief Fund - COVID-19	N/A	21.019	8,699	-	8,699	-	-	-	-
Total Coronavirus Relief Fund			$ 83,935	$ -	$ 83,935	$ -	$ -	$ -	$ -
TOTAL FEDERAL AWARDS			$ 1,425,015	$ 2,752,741	$ 1,875,741	$ -	$ 1,995,028	$ 306,987	$ 250,419
Missouri State Funds									
Passed Through Missouri Department of Health and Senior Services									
Missouri General Revenue		N/A	$ -	$ 473,491	$ 473,491	$ -	$ -	$ -	$ -
Home Delivered Meals Trust Fund		N/A	-	1,761	1,761	-	-	-	-
Passed Through Missouri Department of Transportation									
MEHTAP Grant		N/A	$ -	$ 60,836	$ 60,836	$ -	$ -	$ -	$ 60,836
TOTAL FEDERAL AND STATE AWARDS			$ 1,425,015	$ 3,288,829	$ 2,411,829	$ -	$ 1,995,028	$ 306,987	$ 311,255

See accompanying notes to the schedule of expenditures of federal awards.

AREA AGENCY ON AGING REGION X
SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

Notes to Schedule of Expenditures of Federal and State Awards:

Note A: Basis of Presentation

The accompanying schedule of expenditures of federal and state awards includes the federal award activity of Area Agency on Aging Region X for the year ended June 30, 2022. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Note B: Summary of Significant Accounting Policies

Expenditures are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowed or are limited as to reimbursement. The Agency has elected not to use the 10 percent de minimus indirect cost rate as allowed under Uniform Guidance.

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CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Area Agency on Aging Region X

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Area Agency on Aging Region X (Region X), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 13, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Region X's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Region X's internal control. Accordingly, we do not express an opinion on the effectiveness of the organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Region X's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McBride, Lock & Associates, LLC

McBride, Lock & Associates, LLC
Kansas City, Missouri
October 13, 2022

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McBRIDE, LOCK & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Area Agency on Aging Region X

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Area Agency on Aging Region X's (Region X) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Region X's major federal programs for the year ended June 30, 2022. Region X's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Region X complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Region X's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Region X's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Region X's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Region X's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Region X's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Region X's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify

all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

McBride, Lock & Associates, LLC
Kansas City, Missouri
October 13, 2022

AREA AGENCY ON AGING REGION X
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022

Section I - Summary of Auditor's Results

Financial Statements

1.	Type of auditor's report issued:	Unmodified
2.	Internal control over financial reporting:	
	Material weakness(es) identified:	___ Yes _X_ No
	Significant deficiency(ies) identified not considered to be material weaknesses?	___ Yes _X_ No
3.	Noncompliance material to financial statements noted?	___ Yes _X_ No

Federal Awards

4.	Internal control over major programs:	
	Material weakness(es) identified:	___ Yes _X_ No
	Significant deficiency(ies) identified not considered to be material weaknesses?	___ Yes _X_ No
5.	Type of auditor's report issued on Compliance for major programs?	Unmodified
6.	Any findings disclosed that are required to be reported in accordance with Uniform Guidance section 200.516?	___ Yes _X_ No

7. Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster
Aging Cluster:	
93.044	Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers
93.045	Special Programs for the Aging – Title III, Part C – Nutrition Services
93.053	Nutrition Services Incentive Program

AREA AGENCY ON AGING REGION X
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022
(Continued)

8.	Dollar threshold used to distinguish between Type A and Type B programs:	$750,000
9.	Auditee qualified as a low-risk auditee?	X Yes __ No

Section II – Financial Statement Findings:

None

Section III – Federal Award Findings and Questioned Costs:

None

AREA AGENCY ON AGING REGION X
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022

There were no prior audit findings.

COUNCIL BILL NO. 2023-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Area Agency on Aging, Region X that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing an emergency clause.

WHEREAS, the City of Joplin and the Area Agency on Aging, Region X (Area Agency on Aging), are desirous of entering into an agreement whereby Area Agency on Aging will conduct Senior Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

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

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

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

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of April, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-402 – approving a public service agreement between The City of Joplin and Economic Security Corporation of the Southwest Area to fund Senior Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
April 17, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

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

BACKGROUND;
Economic Security Corporation of the Southwest Area (ESC), founded in 1965, is a nonprofit organization providing housing, youth, case management, home repair, housing referral services, among others. The grant funds would be used to purchase a playground equipment for the Head Start program, funds to renovate an ESC bus to act as a mobile office for homeless and housing referral services as well as the equipment for services related for said mobile office. This is an adaptation to the existing services in response to Covid-19 to enable the agency to operate in a non-congregant means.

FUNDING SOURCE
This Council Bill provides Eighty Eight Thousand Six Hundred Two Dollars and Thirty Cents ($88,602.30) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so Economic Security Corporation may procure applied for materials necessary to provide Covid response public services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2023-402 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION
OF SOUTHWEST MISSOURI

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation of Southwest Missouri (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

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

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

I. SCOPE OF SERVICE

A. Activities

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

Program Delivery

Activity: Recipient will provide (05D HUD Matrix) Youth Services, (05Z HUD Matrix) Other/Homeless Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

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

B. National Objectives

All activities funded with CDGB-CV funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208, as well as the additional requirements as required by the Federal Register Notice FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

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

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for Head Start enrollment for the performance period
- Collect aggregated data for homeless service and referrals as part of mobile office/equipment

D. Staffing

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

Staff Member & Title	General Program Duties
Tammy Walker	Director of Community Development
Leisa Harnar	Director of Headstart

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after July 1, 2023 unless otherwise approved by Grantee.

III. BUDGET

Funding ($88,602.30) will be reimbursed for items related to the operation of youth and homeless/referral services.

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

IV. PAYMENT

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

Eighty Eight Thousand Six Hundred Two dollars and thirty cents $ 88,602.30

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

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

V. NOTICES

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

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

Grantee	Recipient
Name: Troy Bolander	Name: Ryan Peterson
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation of the Southwest Area
602 S. Main Street	302 S. Joplin Avenue
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417-627-2014
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

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

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

5. Section 504

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

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

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

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2023

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

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation of the Southwest Area

_____

Ryan Peterson
Chief Executive Officer

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

05D – Youth Services

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

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

05Z – Other

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons	Non-LMI Families	Total Non-LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)			

	# Individuals	# Hispanci Ind.
1. Total number of surveys Distributed		
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote work as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: Economic Security Corporation of SW Area
Mailing Address: 302 Joplin Joplin, MO 64801
Name of Executive: Ryan Peterson Title: CEO
Dates of Organization's Fiscal Year: October 1 – September 30

Application Preparer

Name: Tammy Walker Title: Director of Community Development Phone: 417-627-2016

Project Type (Services Provided)

☐ 05A Senior Services ☐ 05B Handicapped Services ☐ 05C Legal Services X 05D Youth Services
☐ 05E Transportation Services ☐ 05F Substance Abuse Services ☐ 05G Battered and Abused Spouses
☐ 05H Employment Training ☐ 05M Health Services ☐ 05N Abused and Neglected Children
X 03T Homeless/Aids Patients Programs ☐ 05X Housing Information and Referral Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019
See attachment A for a listing of Federal Assistance received.

☐ SBA Payment Protection Program (PPP) Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

☐ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.

Economic Security Corporation of Southwest Area (ESC) was organized in October 1965 as a private non-profit Community Action Agency, serving the four Southwest Missouri counties of Barton, Jasper, Newton, and McDonald. Our agency is dedicated to serving the needs of low to moderate income people by providing a full range of programs designed to eliminate poverty and help people become more self-sufficient. These programs cover a variety of issues affecting the families we help; health, education, housing, employment, income, childcare, and homelessness. Last year we served 4,551 families (10,244 total individuals) through our wide array of programs.

- Transitional Housing for Families with Children
- Section 8 Housing Choice Voucher
- VASH – Veteran Affairs Supportive Housing
- Mainstream Voucher
- Head Start
- Early Head Start
- Rapid Rehousing programs
- Family Self Sufficiency
- Permanent Supportive Housing Programs
- Weatherization
- Case Management Services
- Intake Assessment and Referral
- Multiple Utility Assistance programs
- CHANCE –Employment Skills Program
- Home Repair
- Property Tax Credit and Rent Rebate Program
- REALL Simulation
- Poverty Simulation
- Housing Insecurities Health Disparity Pilot
- Pineville Health Dept. partnership
- Housing Connect

2. Describe the public service selected on the project type selected on the previous page.

Our agency is purposing to serve youth (05D Youth Services) and people experiencing homelessness (03T Homeless/Aids Patients). ESC has services for both people who are experiencing homelessness and youth. ESC has experiencing with working with people who are experiencing homelessness. ESC is the lead agency with The Homeless Coalition's Coordinated Entry system for Jasper & Newton Counties (Housing Connect),

an ESC employee also leads The Homeless Coalition by chairing the group, we are the Collaborative Applicant for the Jasper and Newton County Continuum of Care and lastly we are a housing service provider. ESC also provides both Head Start and Early Head Start services to low income families with children in our four county area.

3. **Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.**

The programming that ESC provides is geared towards low to moderate income households. ESC is serves approximately 690 children through Head Start and Early Head Start annually. In Joplin, we have three locations for Head Start and three locations for Early Head Start. Income eligibility guidelines are based on income and household size and are set at 100% of the Federal Poverty Level. There are a variety of housing/rental assistance programs for people who are experiencing homelessness in the Joplin area. They range from 50% of the Area Median Income to 125% of the Federal Poverty Guideline. Most of the people assessed through Housing Connect, our local Coordinated Entry process, have little to no income thus meeting the low to moderate income threshold of this grant.

4. **How will the grant funds be used to improve services.**

Grant funds will be used to improve services and service delivery in many ways. In an effort to meet people where they are at and keep staff and customers safe we are proposing the creation of a mobile office. This will make applying for our programs much easier for people experiencing homelessness. It will also increase our engagement efforts in the community by reaching a vulnerable population of people who are least likely to engage in services. This change would require more technology and equipment. This mobile office would allow for an increased presence in the community thus bringing our services to the people.

The Head Start and Early Head Start programs will be using grant funds to improve school readiness skills of children ages 0-5 years. The funds will be used to purchase toys, materials and equipment for their playgrounds. Access to high quality playground supplies and materials will improve all areas of development; physical, language, cognitive, math, and science.

5. **How will the use of grant funds be used to respond to the Covid-19 pandemic.**

Mobile Office (Bus)

We are purposing the purchase of a Head Start Bus that will be fashioned into a mobile office. This office would have all of the office equipment necessary to complete the agency's applications. This mobile office would help our agency respond to the COVID 19 pandemic in the following ways. The mobile office would allow our agency to work in the field with vulnerable people, some who are immunocompromised. Meeting people one on one would mean they would not have to come into our regular office where they would be around larger crowds.

Equipment

Additional equipment like tablets and hotspots are needed so that we can perform our work in our mobile office unit or in field either remotely from home or elsewhere in the community. Many vulnerable households have difficulty in accessing services. Being able to bring services directly to people who are vulnerable and/or immunocompromised is important.

Playground Equipment

During the pandemic, the CDC recommended that all programs serving children utilize their outdoor playgrounds and spaces more often due to access to fresh air and ventilation. Our Head Start and Early Head Start centers increased their outdoor playtime for all children and even served lunches and snacks outside in picnic style. Teachers developed lesson plans for outdoor play to include not only child-directed activities, but Teacher-led experiences in order to address all areas of child development. Additional materials, picnic tables, and shade structures would allow the centers to spend more time outside safety and turn their playgrounds into outside classrooms.

6. Provide the most recent financial statement for your corporation.

Please see attachment B, our agency audit.

7. Provide itemizations of requested procured equipment and supplies.

Item	Vendor	Price
(6) 4G Hot Spots/1 Year Contract	Mobile Beacon	$774.00
(2) 5G Hot Spots/1 Year Contract	Mobile Citizen	$823.90
(9) Lenovo Think Book	Amazon	$8,864.82
Bus Wrap	Sign Designs	$6,302.39
Mobile Office Conversion	Center Creek	20,972.00
Bus	ESC	$5,000.00
Playground Equipment: (3) Foam Blocks	Kaplan	$509.85
Playground Equipment: (6)Fence Panels	Constructive Playthings	$3,462.00
Playground Equipment: (6)Fence Chalkboard	Kaplan	$3,000.00
Playground Equipment: (6) Easy Ride Tricycle	Kaplan	$1,349.70
Playground Equipment: (6) Sure Ride Trike	Kaplan	$1,469.70
Playground Equipment: (6) Trike Taxi	Lakeshore	$2,574.00
Playground Equipment: (6) Scooter	Kaplan	$1,295.70
Playground Equipment: (8) Ball Kit	Lakeshore	$159.92
Playground Equipment: (12) Trike Helmet	Constructive Playthings	$251.88
Playground Equipment: (3) Kid Teeter Totter	Amazon	$297.00
Playground Equipment: (6) Balance Set	Discount School Supply	$9,599.94
Playground Equipment: (3) Chime Panel	Constructive Playthings	$4,317.00
Playground Equipment: (9) Toy Trucks	Play With A Purpose	$224.55
Playground Equipment: (5) Wagon	Amazon	$599.95
Playground Equipment: Shade Repair	Sign Designs	$5,198.00
Playground Equipment: Installation Shade	Constructive Playthings	$5,748.00
Playground Equipment: (6) Picnic Tables	CSF	$5,808.00

Grand Total: 88,602.30

8. Provide three (3) written quotations for any items greater than $1,000.00 and the identify the selected vendor's quotation.

Please see attachment C, our quote documentation.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.

It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, 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 provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.

(o) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;

(2) Executive Order 11988, Floodplain Management;

(3) Executive Order 11990, Protection of Wetland;

(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);

(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);

(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);

(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);

(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;

(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;

(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);

(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);

(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;

(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;

(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;

(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);

(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

Ryan Peterson

Date: 3-31-23

Printed Name

Ryan Peterson

ECONOMIC SECURITY CORPORATION

P.O. Box 207 | 302 South Joplin | Joplin, MO 64802
417.781.0352 | Fax 417.781.1234 | escswa.org

For Sale

2005 Chevy Mid-Bus

Yellow Bus #502

Gray Interior

Model 3500

Automatic Transmission

Front and Rear Heat /Air

8 Cylinder Gas

Engine 6.0

28 Passenger

Three Door

125,000 Miles

GVWR: 12,300

Vin# 1GBJG31U761129623

Sale Price $5000

Sold as is with no warranty

Call Mike at 417-529-2552

Helping people. Changing lives.

Used 2013 IC BE

Midwest Transit Swansea
725 N. Belt West | Swansea, IL 62226
(800) 933-2412



Price $9,900

Vehicle Details

Trim:	
Stock #:	127648
VIN:	4DRAPSKK2DB165418
Exterior Color:	Yellow
Interior Color:	
Mileage:	107,120
Doors:	3
Engine:	6.4
Transmission:	
Drivetrain:	HYD

Description

Market: School ,

Options

- 12 + 3 Capacity
- ALLISON Transmission
- DIESEL
- 6.4 Engine
- CONV
- HYD Brakes

*All pricing and details are believed to be accurate, but we do not warrant or guarantee such accuracy. The prices shown above may vary from region to region, as will incentives, and are subject to change. Vehicle information is based off standard equipment and may vary from vehicle to vehicle. Call or email for complete vehicle information. All specifications, prices and equipment are subject to change without notice. Prices and payments do not include tax, titles, tags, finance charges, documentation charges, emissions testing charges, or other fees required by law, vehicle sellers or lending organizations.

Based on 2013 EPA mileage estimates, reflecting new EPA fuel economy methods beginning with 2008 models. Use for comparison purposes only. Do not compare to models before 2008. Your actual mileage will vary depending on how you drive and maintain your vehicle.

While every effort has been made to ensure display of accurate data, the vehicle listings within this website may not reflect all accurate vehicle items. Accessories and color may vary. All inventory listed is subject to prior sale. The vehicle photo displayed may be an example only. Vehicle Photos may not match exact vehicles. Please confirm vehicle price with Dealership. See Dealership for details.

While we check with car manufacturers and other sources to confirm the accuracy and completeness of the data contained in this chart, we make no guarantees or warranties, either expressed or implied, with respect to the data in this report. Although we make every attempt to keep this chart up to date, all warranty information is subject to change without notice.

Used 2007 Chevrolet Thomas

Midwest Transit Whitestown
4500 S. Indianapolis Road | Whitestown, IN 46075
(800) 933-2412



Price $5,000

Vehicle Details

Trim:	
Stock #:	208566
VIN:	1GBJG31UX71203442
Exterior Color:	Yellow
Interior Color:	
Mileage:	195,189
Doors:	3
Engine:	6.0
Transmission:	
Drivetrain:	HYD

Description

Market: School ,

Options

- 20 + 3 Capacity
- GAS
- Transmission
- CUTAWAY DRW
- HYD Brakes
- VORTEC Engine

*All pricing and details are believed to be accurate, but we do not warrant or guarantee such accuracy. The prices shown above may vary from region to region, as will incentives, and are subject to change. Vehicle information is based off standard equipment and may vary from vehicle to vehicle. Call or email for complete vehicle information. All specifications, prices and equipment are subject to change without notice. Prices and payments do not include tax, titles, tags, finance charges, documentation charges, emissions testing charges, or other fees required by law, vehicle sellers or lending organizations.

Based on 2007 EPA mileage estimates, reflecting new EPA fuel economy methods beginning with 2008 models. Use for comparison purposes only. Do not compare to models before 2008. Your actual mileage will vary depending on how you drive and maintain your vehicle.

While every effort has been made to ensure display of accurate data, the vehicle listings within this website may not reflect all accurate vehicle items. Accessories and color may vary. All inventory listed is subject to prior sale. The vehicle photo displayed may be an example only. Vehicle Photos may not match exact vehicles. Please confirm vehicle price with Dealership. See Dealership for details.

While we check with car manufacturers and other sources to confirm the accuracy and completeness of the data contained in this chart, we make no guarantees or warranties, either expressed or implied, with respect to the data in this report. Although we make every attempt to keep this chart up to date, all warranty information is subject to change without notice.

2008 GMC Collins (Stock #9884)



Featured: 2008 GMC Collins

Stock #: 9884 $11,900

Year: 2008
Make: GMC
Model: 3500
Body: Collins
Engine: GMC 6.6L 8 Cylinder Diesel
Transmission: Automatic
Vehicle Mileage: 263,401
Passengers: 26
Luggage: None

Overview

This GMC Collins only has 263,401 miles and features dual rear wheels along with ice cold front A/C. It would be perfect for a day care, school or church.

Please note that this bus is **NOT** a NJ spec bus.

Features

- Ice Cold Front A/C And Front Heat For Winter Time

Interior

- Grey Vinyl Seats
- Seat Belts
- Manual Operating Arm For Front Passenger Door

Exterior

- Dual Rear Wheels
- School Bus Lights And Child Arm

Additional Specifications

- Exterior Dimensions:
  - Bumper-To-Bumper: 22'6"
  - Width: 8'
  - Height: 8'6"
- Interior Dimensions:
  - Behind Driver Seat To Rear: 12'
  - Width: 7'6"
  - Height: 6'4"
- GVWR: 12,300 Lbs.

5g Capable and 4G Capable

Travis Mitchell <tmitchell@escswa.org>

Mobile Citizen, LLC: Estimate #EST3823

1 message

Donald Henson <DHenson@mobilecitizen.org> Tue, Mar 21, 2023 at 3:21 PM
Reply-To: Donald Henson <transactions.4531000.1620657_msg_6210526.b8861ed3e6@4531000.email.netsuite.com>
To: tmitchell@escswa.org

Mobile Citizen, LLC
PO Box 736495
Dallas, TX 75373-6495
www.mobilecitizen.org

Estimate	
Date	3/21/2023
Estimate #	EST3823
Expires	4/20/2023
Exp. Close	3/21/2023
Sales Rep	Donald Henson
Memo	

Bill To
Economic Security Corporation of Southwest Area
302 S Joplin Ave
Joplin MO 64801
United States

Ship To
Economic Security Corporation of Southwest Area
302 S Joplin Ave
Joplin MO 64801
United States

Item	Quantity	Description	Rate	Amount
inseego MIFI X Pro 5G	2			
inseego MIFI X Pro 5G	2		282.00	564.00
Service - 12 months 30GB with no overages	2	T-Mobile or its affiliates is providing Mobile Citizen's users with a 30GB+ 5G or LTE data-only plan with no throttling or suspension. Capable device required; coverage not available in some areas. Customers exceeding a fair use threshold of 100 GB of data may experience slower data speeds during times and places where the T-Mobile network is constrained. These reductions last only until the end of the billing cycle. The plan does not include off-network roaming and is subject to any standard network management that T-Mobile may apply to commercial broadband data-only account users. See the T-Mobile Open Internet webpage (https://www.t-mobile.com/responsibility/consumer-info/policies/internet-service) for more details.	120.00	240.00
Shipping	2	Rate per device for standard shipping	9.95	19.90
End of Group				823.90
			Total	$823.90

If you're a direct customer, your quote is subject to your Terms of Service with Mobile Citizen. If you're a reseller, your quote is subject to the terms of your Reseller Agreement with Mobile Citizen.

mobilebeacon®

QUOTE

Bill To:

Name:
Address:
City, ST, Zip:
Phone:

Ship To:

Name:
Attention:
Email:
Address:
City, ST, Zip:
Phone:

Date: 3/22/23

Quantity	Item Description	Notes	Unit Cost	Subtotal
6	Franklin T10 devices	TechSoup Promo code (can be obtained through TechSoup's website)	$0.00	$0.00
6	1 year service plan	1 year unlimited data	$120.00	$720.00

REMITTANCE: Make check payable to Mobile Beacon

Amount Due: $774.00

Subtotal:	$720.00
Tax:	N/A
Shipping & Handling:	$54.00
Total Due:	774

Bus Conversion to a Mobile Office

Basic Package will include

Removal of seats, sidewall attachements, flooring
Fill in holes of floor and sidewalls
Removal of front side entrance

Build and Install:
Floor
- Subfloor
- Install waterproof vinyl plank flooring

Passenger Wall
- build frame, insulate and run wiring for sidewalls
- Cover sidewall with 1/4" UV Coated Birch Plywood
- Place tie down rings and chair hooks on passenger side
- 5' power strip

Driver's Side Wall
- Install 30 Amp plug for shore power
- build frame, insulate and run wiring for sidewalls
- build locking cabinets as base for countertop
  - cabinet with sliders for printers/scanners and pencil drawers
  - cabinet for files, and drawers for computers
- Build cabinet for storage of battery, power center for breakers and fuses
- Build 24" deep desk top, with 2-5' power strips underneath
- Backsplash for countertop
- Formica Counter top and Backsplash

Ceiling
- Frame and wire
- Install 15K Air and Heat , RV Heat pump
- Install 2 - 12V 10 speed reversable Deluxe Air Maxx fans with Rain Shield
- Attach UV Birch plywood
- Install 4 LED Lights with switches

Miscellaneous screws, bolts and trim pieces

This basic package will have a battery that will allow you to charge and use your phone, computers (with converter) fans, and lights

ALL OTHER ITEMS WILL REQUIRE SHORE POWER (PLUGGED INTO THE 30 AMP) TO RUN PRINTERS, SCANNERS, MICROWAVE, COFFEE POT, AIR/HEAT

OPTIONAL OFF-THE-GRID POWER

to be able to go where you can't plug in to work

Option 1

CIC PowerBox

- 3,000 continous/6,000 peak wats
- 2,700 wh battery capacity
- Lithium batteries

This option would allow you to run whole office of printers, scanners, computers, phones, fans, lights, microwave, coffee pot
THIS WOULD NOT ALLOW YOU TO RUN THE RV AC/HEAT

This powerbox can be recharge by turning on the bus, driving down the road or by plugging to shore power

Option 2

CIC Power Box

- 6,000 continous/12,000 peak
- 5,400 wh battery capacity
- Lithium batteries

This option would allow you to run the complete office and the RV AC/HEAT for a Medium amount of time. It would probably not do a 8 hour shift without a recharge, but would do shorter time depending on temperature, and the amperage pulled from all the other items neede to be used.

THESE CIC POWERBOXES ARE MADE IN PITTSBURG KS AND ARE A ALTERNATIVE TO GENERATORS THAT REQUIRE GAS AND ARE LOUD AND SOMETIMES CAN BE FINIKY TO START OR RUN

Option 3

10,000 watt generator

Should run the complete office with heat and air

New-Aire Fireplace Systems, LLC

PO Box 22
806 S. Joplin St
Carl Junction MO 64834

Quote

Date	Quote #
3/27/2023	1653

Name / Address
Economic Security Joplin, MO

P.O. No.	Customer Phone	Rep

Item	Description	Qty	U/M	Cost	Total
Misc-Sales	Bus Conversion to a Mobile Office Basic Package, See attached sheet			14,472.00	14,472.00T
	Additional Options for off the grid power Option 1 CIC Power Box 3,000/6,000 See Attached Sheet $6,500 Option 2 CIC Power Box 6,000/12,000 See Attached Sheet $11,500 Option 3 10,000 watt generator and platform built on back of bus $3,000			0.00	0.00
	This does not include any exterior work on the bus such as wrapping the bus or adding or removing of any mirrors or lights				
	You may consider tinting bus windows or having awnings placed on bus to keep the bus cooler during the summer months.				
	We would need a sales tax exempt number Sales Tax			0.00%	0.00

Quote Valid tell 5:00 p.m. CST on:

Total $14,472.00

ESTIMATE

Jb mobile rv repair
2241 W Zora
Joplin, Mo. 64801

573-286-4833

BILL TO

ESTIMATE # 5155
ESTIMATE DATE 03/26/2023

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1260	square foot laminate floor	2.49	3,137.40
1	counter top	160.00	160.00
1	Victron Pure sine inverter.	480.89	480.89
4	underlayment	30.95	123.80
36	labor	125.00	4,500.00
7	2X4X8	3.89	27.23
4	Hardwood trim	4.67	18.68
1	Misc fasteners	50.00	50.00
1	Inverter wiring kit	297.08	297.08
1	Romex 12 awg. 50'	98.88	98.88
		Subtotal	8,893.96
		Webb City sales 8.1%	355.91
		TOTAL	**$9,249.87**

Thank you

TERMS & CONDITIONS

This bid is good for 90 days.

Invitation to Bid for mobile office

Head Start Bus (small bus)
Deliverable date: would need completed and paid out by May 31, 2023

- Desktop - space for 1 employee and 2 clients. We want a nice weatherproof finish with smooth edges. Height - 32 inches. 8' long and behind driver

- Vinyl weatherproof flooring

- Take out all but one bench seat

- Cabinet under table top, over the wheel well, 22 inches. This will be for a printer/scanner

- Cabinet under table top to put a file drawer and a drawer for pencils, paper, etc.

- Power strips on both sides of bus, at bottom of wall. 4 openings on the table top to put electrical cords down to plug in.

- Outlet behind Driver side seat for Driver to use electronic devices.

- Clips to hang chairs on the wall opposite the table top.

- Clip/Strap to secure a canopy that we can put outside on nice days.

- Ceiling with four LED lights.

- Battery power source with shelf in back of bus. This would be used to run a laptop and printer.

Contractor Name: Corum Siding & Guttering Total Price: $16,310.00

769360

Statement

DATE

TERMS

TO

ECONOMIC SECURITY CORP

SMALL BUS CONVERSION

IN ACCOUNT WITH

CORUM SIDING & GUTTERING INC

5641 Goldfinch Rd

Joplin MO 64804

SMALL BUS CONVERSION		
REMOVE EXTERIOR DOORS		
INSTALL DESK		
STEEL VB		
EXTERIOR		
POWER SOURCE		16,3000

COMPETITIVE TELEPHONE/IN PERSON BID RECORD

General description of item specifications including quantity desired:

Metal picnic table

Would like to purchase 6 tables total

Bidder #1. CSF
Person Contacted

Company Name online
Address

City State Zip

800 278 4480
Area Code Telephone

Total Price Quoted:
$ 968 per unit

Bidder #2. Play w/a Purpose
Person Contacted

Company Name online
Address

City State Zip

888 330 1826
Area Code Telephone

Total Price Quoted:
$ 1399 per unit

Bidder #3. Kaplan
Person Contacted

Company Name Online
Address

City State Zip

800 334 2614
Area Code Telephone

Total Price Quoted:
$ 1648 per unit

I certify that the above information is correct as received and that I have not revealed the bidder's bid to any other bidder.

46-inch Perforated Metal Square Kids Picnic Table

ITEM: CF-076-8NA4W



Table Top Color
Black Green

Seat Color 1
Blue

Seat Color 2
Purple

Seat Color 3
Red

Seat Color 4
Yellow

Mount
Portable

Please note: The product images shown are only representations of your chosen options and may not include all details. They should not be considered exact proofs.

Specifications & Assembly Instructions
Specifications & Assembly Instructions
Specifications & Assembly Instructions

Price: ~~$1,239.00~~ Save: $270.71 (22%)

$968.29

1 Add to Cart

5/5

Shipping Dimensions: 48 × 48 × 8 inches
Approximate Shipping Weight: 320 pounds
Ships within: 4 to 6 weeks
Shipping: Calculated in Cart
Carrier: Standard LTL Truck
Carrier Select: You have the option to use your own freight carrier. Call 800-278-4480 to take advantage of this option.

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Chat with us

Type your message here

46-inch Perforated Metal Square Kids Picnic Table

ITEM: CF-076-8NA4W







Please note: The product images shown are only representations of your chosen options and may not include all details. They should not be considered exact proofs.

Table Top Color Blue

Seat Color 1 Blue

Seat Color 2 Blue

Seat Color 3 Blue

Seat Color 4 Blue

Mount Portable

Specifications & Assembly Instructions
Specifications & Assembly Instructions
Specifications & Assembly Instructions

Price: ~~$1,239.00~~ Save: $270.71 (22%)

$968.29

1 Add to Cart

Shipping Dimensions: 48 × 48 × 8 inches
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5/5

nformation

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ats
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orrosion and scuff
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Chat with us

Type your message here

Child-Size Tables



Child-Size Rectangular Tables

Sit and relax with a thermoplastic-covered, child-size rectangular picnic table! Heavy-duty 1⅜" dia frame. Rectangular tables with open, walk-through design seat up to 10 children. Table top is 72"L x 24"W x 20"H. Seats are 12"W x 72"L x 12"H. Powder-coated black frame. Specify color of table/seats when ordering. 60"W x 72"L x 20"H; 163 lb total. Assembly required. Truck delivery. Ages 2 to 6.

PL77-348 ..... Ea $1,399.00



Child-Size Square Tables

Gather around a square picnic table sized for toddlers. Heavy-duty 1⅜" dia powder-coated steel frame. Lightweight for easy portability. 12" seat height. Assembly required. 3'10" sq tabletop; 6'2" sq x 20"H overall; 180 lb. Frame is black. Specify color when ordering. Truck delivery. Ages 2 to 6.

PL77-692 ..... Ea $1,699.00

Tabletop and benches available in 8 colors! (Actual colors may very slightly from color swatches)

- Red
- Royal Blue
- Navy Blue
- Forest Green
- Maroon
- Brown
- Black
- Tan



Child-Size Round Tables

Our largest child-size round table. Designed specifically for little sitters, table has a 3'10" round top which provides ample space for a variety of activities. Table is 20"H, benches 12"H. Assembly required. 6'3" dia overall; 180 lb. Frame is black. Powder-coated. Specify color when ordering. Truck delivery. Ages 2 to 6.

PL77-695 ..... Ea $1,799.00



Letters, numbers and shapes cut into tabletop



Child-Size Lunch-n-Learn Square Table

Tabletop with laser-cut letter and numbers reinforce classroom learning. Durable thermoplastic-coated steel prevents fading, corrosion, and mold. 1⅜" dia powder-coated steel frame. Easy to move. 12" seat height. Assembly required. 3'10" sq tabletop. 6'5" sq x 20"H overall; 197 lb. Truck delivery. Ages 2 to 6.

PL87-593 ..... Ea $1,999.00

Smooth Top Tables



Blue

Smooth, surface is ideal for projects!

Child-Size Smooth-Top Table

A smooth, solid surface is ideal for drawing, coloring, and projects! Weather-resistant, smooth polyethylene table and benches with powder-coated steel frame. Available in Green or Blue. Seat height: 12". Table is 4'L x 4'6"W x 20"H; 80 lb. Assembly required. Truck delivery. Ages 2 to 6.

PL77-680 Green ..... Ea $979.00
PL79-080 Blue ..... Ea $979.00



Red/Yellow

Blue/Yellow

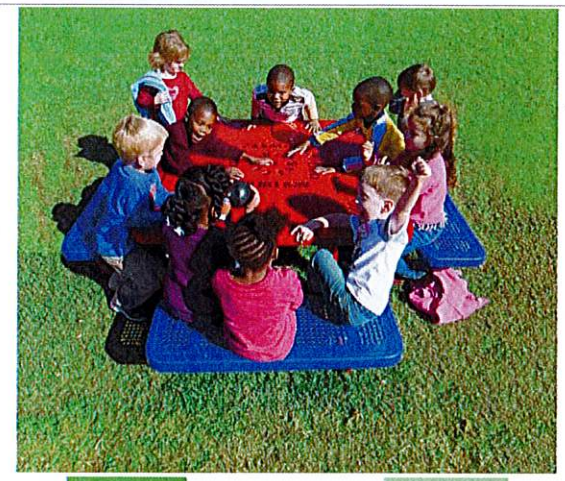
Smooth Top Tables

Our sturdiest and only table without supports for more leg room! Made of ¾" thick polyethylene and 14-gauge steel to hold up to any activity. Smooth top lets children color and draw. Seats 6. Table is 23"H; benches are 14"H. 3'10" x 2'4"W; 86 lb overall. Assembly required. Truck delivery. Ages 2 to 6.

PL79-014 Blue/Yellow ..... Ea $2,199.00
PL79-023 Red/Yellow ..... Ea $2,199.00

Products with the Ⓟ are exclusively from Play with a Purpose

Play With A Purpose catalogue







Item: 49165
Status: Ships From Manufacturer

$1,648.00

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

TRUCK DELIVERY

FINANCING AVAILABLE

DESCRIPTION PLAYGROUND PRODUCTS RATINGS & REVIEWS

Weight: 197 lbs.

- Seat 12"H
- Table 20"H
- Great for learning letters and numbers
- Smooth surface for writing and drawing
- Color choices: Black, Brown, Green, Ultra Blue, Burgundy, Blue, Red or Beige

This website uses cookies to ensure you get the best experience on our website.

I ACCEPT LEARN MORE

COMPETITIVE TELEPHONE/IN PERSON BID RECORD

General description of item specifications including quantity desired:

playground shade
14' x 14'

Bidder #1.

Person Contacted: Constructive Playthings

Company Name: Online

Address:

City: State: Zip:

800 448 2972
Area Code Telephone

Total Price Quoted:
$ 5058

+1500 for installation

*

Bidder #2.

Person Contacted: Kaplan

Company Name: online

Address:

City: State: Zip:

800 334 2014
Area Code Telephone

Total Price Quoted:
$ 4248

+1500 for installation

Bidder #3.

Person Contacted: Discount School Supply

Company Name: online

Address:

City: State: Zip:

800 627 2829
Area Code Telephone

Total Price Quoted:
$ 5931.59

+1500 for installation

I certify that the above information is correct as received and that I have not revealed the bidder's bid to any other bidder.

CONSTRUCTIVE PLAYTHINGS®
CONSTRUCTING QUALITY IN EARLY EDUCATION

QUOTE

Quote # 000734265
Date: Jan 20, 2023

Bill To:
ECONOMIC SECURITY CORP
JENAE POLOK
302 S JOPLIN AVE
JOPLIN, Missouri, 64801
United States
T: 417-627-2068
jpolok@escswa.org

Ship To:
ECONOMIC SECURITY CORP
JENAE POLOK
302 S JOPLIN AVE
JOPLIN, Missouri, 64801
United States
T: 417-627-2068

Additional Information
Account Number: 585425

Shipping:
Custom Shipping Rate - Shipping $849.08

	Product Details	SKU	Price	Qty	Price	Subtotal
	SQUARE UMBRELLA SHADE	SII-1212IG	$4,209.00	1	$4,209.00	$4,209.00

Comments:

Quotes admin (quotes@constructiveplaythings.com): Mar 21, 2023
Installation not included in this quote. Playground items are drop shipped from the manufacture and take up to 12-16 weeks for manufacturing and shipping (and in some cases, units can take up to 22 weeks) *Please note that Constructive Playthings is not responsible for any offloading or storage of equipment* Feel free to reach out to me directly with any questions. Kristin Scott kscott@constructiveplaythings.com

Subtotal	$4,209.00
Shipping & Handling (Custom Shipping Rate - Shipping)	$849.08
Tax	$0.00
Grand Total (Excl. Tax)	**$5,058.08**
Grand Total (Incl. Tax)	**$5,058.08**



Item: 48931
Status: Ships From Manufacturer

$4,248.00

14' x 14'

MORE INFO

TRUCK DELIVERY

FINANCING AVAILABLE

DESCRIPTION PLAYGROUND PRODUCTS RATINGS & REVIEWS

Available in three sizes: 10' x 10', 12' x 12', and 14' x 14'.

- 7' or 8' Entry
- Single 5" OD Post
- 10 year warranty on structure
- 12 month warranty on workmanship and painted surfaces
- Blocks up to 96% natural UV rays
- 10 year limited warranty on fabric
- Available in a variety of colors
- Pole pads help increase safety on your playground, please call for pricing
- Quick release mechanisms now available for easy removal and installation, not available on all models, please call for pricing
- It is recommended that shade tops be removed in winter, particularly in areas that receive substantial snow

* This item will ship directly from the vendor. Due to the global materials shortage, shipping lead times may vary. Free freight is not available on Playground items. Off-loading of all playground deliveries are the customer's responsibility. Playground items are heavy and may require the use of a skid-steer loader or fork lift, which the customer must provide. Please contact us for additional questions.

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You searched for "shade structure"

Filter Relevance

1-4 of 4 items



Blue Stand Alone Shade Structure

$5,931.59 ~~$7,414.49~~

(1)

Drop Ship/Special Shipping Applies

1 **Add to Cart**



Blue Stand Alone Shade Structure - 18 X 20

$6,395.20 ~~$7,994.00~~

Drop Ship/Special Shipping Applies

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Mini Freestanding Chime Panel

$1,439.00

Be the first to review this product

- Size: 32"W x 44"H
- Age: 2 to 5 years old
- Capacity: Up to 4 Children
- Weight: 165lbs
- Comes with 2 mallets
- Meets ADA requirements

Qty 1 ADD TO QUOTE

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Whether you're public or private, in the design stage or ready for pricing, our team of specialists would be happy to help you with your project. Call 800-448-2972 or email at playground@constructiveplaythings.com for assistance.
Playground equipment Ships F.O.B. factory, by Truck. Allow 4 to 6 weeks for delivery.
Installation and surfacing can be provided upon request.

DESCRIPTION REVIEWS

These outdoor/playground chimes feature high-quality tubing for smooth, accurate tones for each chime. Making music outdoors lets children be as loud as they can

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Outdoor Chime Wall

Item # CHIMEOUT **Imaginethat™ Play Systems**



$2,799.99

Drop Ship/Special Shipping Applies

Ships within 6-8 weeks









Item: PL1138
Status: Ships From Manufacturer

$2,157.00

Freestanding Unit

Qty.: 1

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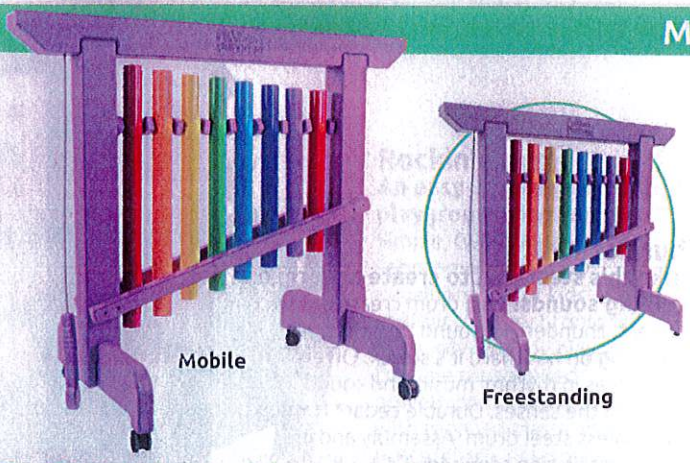
TRUCK DELIVERY

FINANCING AVAILABLE

DESCRIPTION PLAYGROUND PRODUCTS RATINGS & REVIEWS

Ages: 2 years & up
Size: 24"W x 43"L x 36"H
Weight: 85 lbs.

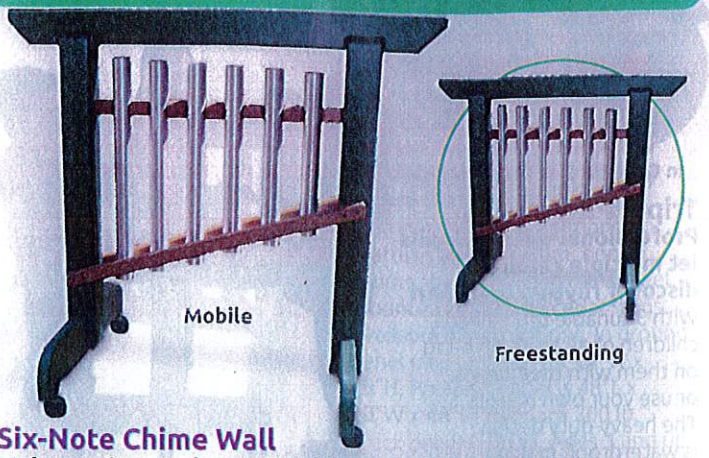
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Rainbow® Eight-Note Chime Walls

Colorful, musical chimes stimulate the mind through music! Powder-coated, aluminum chimes are tuned to the F Major Diatonic scales. Recycled plastic frame is durable and easy to clean. Includes 2 attached mallets. Mobile is 38"H, Freestanding is 36"H. 45"L x 24"W; 49 lb. Truck delivery. Ages 2 to 12.

PL78-278 Freestanding ..... Ea $2,799.00
PL78-277 Mobile ..... Ea $2,799.00



Six-Note Chime Wall

Make music anywhere with this pentatonic scale chime wall. Up to four musicians will enjoy this weather-proof chime wall. Made of 100% recycled plastic with aluminum chimes. Play with included mallet or push the chimes against the strike bars. 4'L x 2'W x 3'6"H; 65 lb. Truck delivery. ASTM. CPSC. ADA. Ages 2 to 12.

PL77-887 Freestanding ..... Ea $2,179.00
PL77-891 Mobile ..... Ea $2,179.00



SimplyHang Xylophone

Xylophone is easy to hang and saves space while teaching kids about music! Quickly hang the xylophone on a fence using a clip, or screw it into place on a post with 2 included stainless steel mounting brackets. Durable, powder-coated steel chimes in vibrant colors are easy to see as kids learn about the different sounds they make. Frame and attached mallets are made of recycled plastic, making them waterproof and weather resistant. 29"W x 25"H x 4"D; 26 lb. Ages 3 and up.

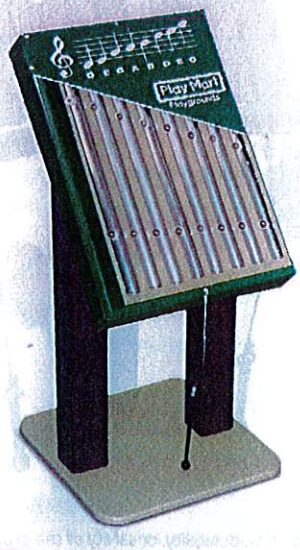
PL79-299 ..... Ea $1,599.00



Musical Fence

Wall of chimes encourages children to discover different sounds and create their own music. Unlike an instrument with pipes tuned in consecutive order, these pipes are mounted to swing freely into each other, teaching children that sounds are random. Sturdy sealed cedar frame; pipes constructed of galvanized steel. Assembly and in ground installation required. 6'L x 5"W x 8'H; 148 lb. Truck delivery. ADA. Ages 3 to 12.

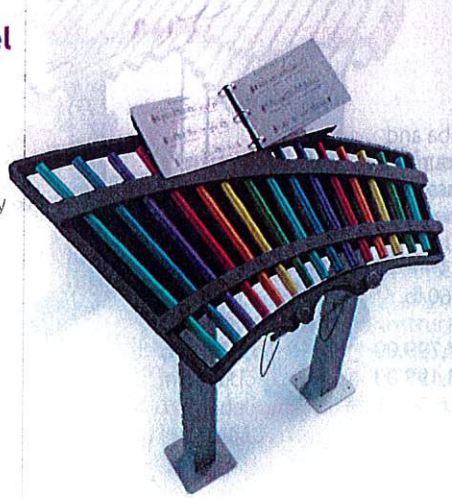
PL77-875 ..... Ea $1,959.00



Chickadee Chime Panel

Smaller design promotes the love of music with smaller children. Recycled plastic chime panel includes a pentatonic scale that creates music when gently hit with the included mallet. Angled and smaller design is easier for younger children to use. As they grow, engravings teach the names of each music note. Panel is portable if mounted with the included stand, or mount in ground without stand. 1'4"L x 1'10"W x 3'H; 40 lb. ADA. Ages 2 to 5.

PL77-225 ..... Ea $1,399.00



Serenade Chimes

Colorful pieces help young musicians "read" music! Follow along with an included color-coded songbook or compose original tunes. This lets kids spread notes of good cheer using the beautiful, durable chimes. Recycled HDPE frame supports 15 aluminum chimes tuned to the C Major Diatonic scale. Assembly and in ground installation required. 3'8"L x 2'W x 3'8"H; 53 lb. Truck delivery. Ages 3 and up.

PL79-179 Ea $7,599.00

Every product is backed by our Unconditional 100% Satisfaction Guarantee

Play With A Purpose Catalog

(OR - see 2nd page)



Over and Under Balance Set

Create challenging courses to develop spatial perception and movement skills. A best seller, this balance set is made of 100% recycled material and features rounded corners and textured surfaces keep climbers safe. Fade-resistant rotomolded polyurethane plastic withstands up to 200 lb. Includes everything shown. 15'L overall x 24"H arranged as shown; 137 lb total. Truck delivery. Ages 3 to 6.

PL17-033 11 Pieces ..... Set $2,099.00



The Great Alfresco Set

Multiple beams encourage balance and coordination with each step! Includes everything shown, plus an activity guide. 15'L overall x 18"H arranged as shown; 145 lb total. Truck delivery. Ages 3 to 6.

PL17-458 12 Pieces ..... Set $2,199.00



Balance and Step Alfresco Set

Hills and slopes become waves and steps when flipped over! Includes everything shown, plus activity guide. 16'L overall x 24"H arranged as shown; 182 lb total. Truck delivery. Ages 3 to 6.

PL17-022 15 Pieces ..... Set $2,799.00



Balance and Climb Alfresco Set

Get kids climbing here, there, and everywhere! Includes everything shown, plus activity guide. 18'L overall x 24"H arranged as shown. 216 lb total. Truck delivery. Ages 3 to 6.

PL17-023 20 Pieces ..... Set $3,499.00



Maxi Gross-Motor Set

Large set jumpstarts your collection. Includes everything shown, plus activity guide. 249 lb total. Truck delivery. Ages 3 to 6.

PL26-309 25 Pieces ..... Set $4,299.00



Products with the P are exclusively from Play with a Purpose

1-888-330-1826 | PWAP.com

Alfresco Balance Sets

Strong & Durable
Use indoors or out. Fade-resistant rotomolded polyurethane plastic withstands up to 200 lb.

Lightweight
Rugged yet lightweight pieces with simple slot-and-groove connections are easy for kids to reposition, yet lock in place.

Expandable
All sets interconnect so you can add pieces to your collection over time.

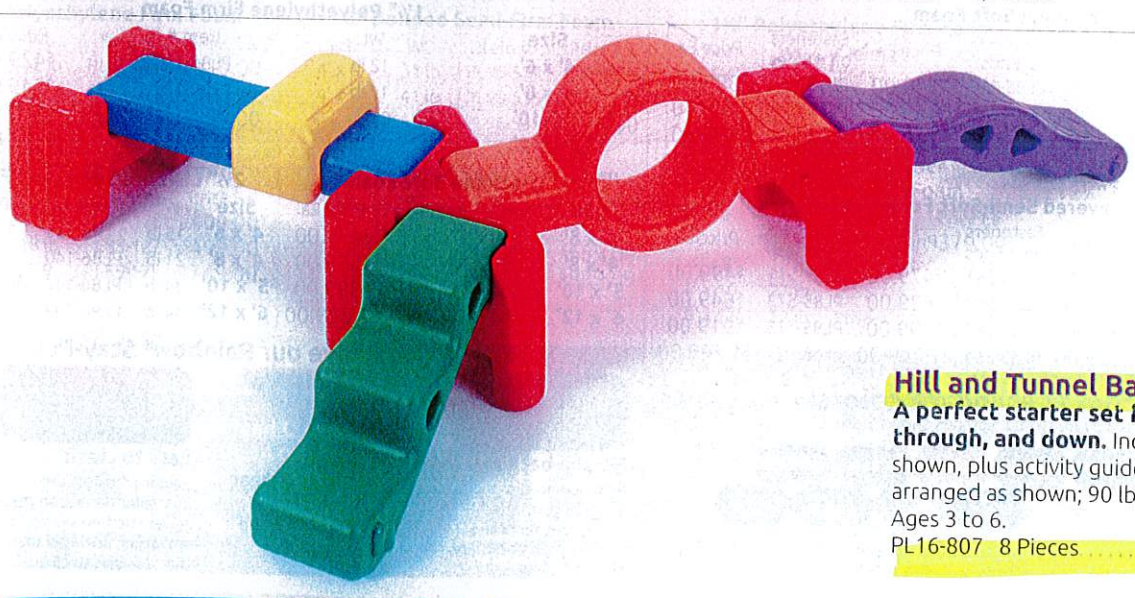
Versatile
Developmentally appropriate for a variety of ages and skill levels.

Easy-to-Clean
Mild detergent and lukewarm water is all it takes!



Ultimate Gross-Motor Set

The most complete set we offer!
Includes everything shown, plus activity guide. 520 lb total. Truck delivery. Ages 3 to 6.
PL26-310 45 Pieces ..... Set $7,999.00



Hill and Tunnel Balance Set

A perfect starter set for climbing up, over, through, and down. Includes everything shown, plus activity guide. 13'4"L overall x 18"H arranged as shown; 90 lb total. Truck delivery. Ages 3 to 6.
PL16-807 8 Pieces ..... Set $1,449.00

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Name:
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City: State: ZIP:

OTHER INFORMATION

Purchase Order:
Tax-Exempt ID:

SHIPPING CHARGES

Order Size	UPS Items	2nd Day	Next Day	Truck
Contiguous U.S. Orders	15% of order value $6.75 min	25% of order value $14.56 min	30% of order value $36.40 min	15% of order value $62.50 min
All Orders to AK, HI, PR, & VI	25% of order value. $6.75 min	30% of order value. $26.80 min	35% of order value. $44.40 min	Contact Kaplan for a freight
Canada	25% of order value. $14.00 min	Contact Kaplan for a freight quote		
Other Orders	Contact Kaplan for a freight quote			

PAYMENT INFORMATION

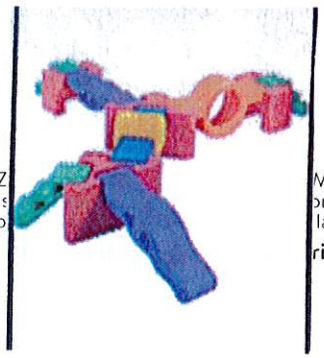
☐ Charge To Kaplan Account Number:

☐ Check or Money Order (enclosed) to:
Kaplan Early Learning Company

☐ Charge To Credit Card:
☐ Visa
☐ MasterCard
☐ American Express
☐ Discover
Card Number:
Exp. Date: Mar / 2023
Signature: ----------

IMAGE	DESCRIPTION	QTY	PRICE	TOTAL
	NC-47483 Kaplan Alfresco Modular Gym 4 12 pieces 3 - 6 years. Kaplan Alfresco Gyms bring physical activity into the everyday curriculum in your classroom! Each kit is a complete play area designed to be developmentally appropriate for all ages and levels of gross motor development. Made of high density, lightweight plastic, these units will last for years without fading or warping. Simple slot-and-groove connection system for simple assembly. Includes twelve items: two "U" slot-in blocks, two "Y" slot-in blocks, one beam, three stair/slopes, two wave beams, one tunnel beam, one mini-bridge, and instruction booklet.	1	$2,110.95	$2,110.95

Sub Total:	**$2,110.95**
Sales Tax*:	
Est. Shipping Charges:**	
Total:	



* For Delivery in AL,AZ,MI,MN,MO,NC,ND,NJ,NY,OH,OK,PA,SC,TN,TX,UM,VA,WA, and WI add applicable tax or s order.
** Please refer to Shipp late.

rices are subject to change after this period without notice.

OR →



Item: 47484
Status: **In Stock**

$1,299.95

Qty.: 1

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KAPLAN EXCLUSIVE

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DESCRIPTION | AIR SURCHARGES | RATINGS & REVIEWS

3 - 6 years. Kaplan Alfresco Gyms bring physical activity into the everyday curriculum in your classroom! Each kit is a complete play area designed to be developmentally appropriate for all ages and levels of gross motor development. Made of high density, lightweight plastic, these units will last for years without fading or warping. Simple slot-and-groove connection system for simple assembly. Includes eight items: two "U" slot-in blocks, one "Y" slot-in block, one beam, one stair/slope, one wave beam, one tunnel beam, one mini-bridge, and instruction booklet. Does not meet CPSC or ASTM standards for public playgrounds.

Product Features

- Encourage physical activity in your everyday classroom
- Made of durable lightweight plastic
- Simple assembly and easy to clean
- Does not meet CPSC or ASTM standards for public playgrounds
- Ages 3 years and up

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Discount School Supply

equipment

2
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and watch
installation.
eeks.

$1699.99
$2219.99



Alfresco Kit and Obstacle Course Play Modules

Alfresco kit is 6 structures. Obstacle course kit is 6 structures. Both include instruction book. Use indoors or outdoors. No sharp edges, resists shock well. UV-stabilized to stop color fading. **Ages 3+**. Ships within 2-3 weeks.

#XXW4021 Alfresco Kit ..... Your Price **$1599.99**
#ALOBST Obstacle Course..... Your Price **$1499.99**



Amazon



Kids Rocking Horse Rocking Chair Seesaw: Safe Home

$69.99

In Stock

& FREE Returns

Save $10.00

Clip Coupon

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Qty: 1 Delete Save for later

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Simplay3 Two Sided Rock and Roll Teeter Totter Seesaw and

$99.99

In Stock

Shipped from: Simplay3

Gift options not available. Learn more

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Subtotal (3 items): $402.26

Your meds. $5/month.
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Roll over image to zoom in



VIDEO

Kids Teeter Totter Outdoor Seesaw: Play - Children, Boys, Girls, Kid, Youth Ride ON Toy Living Room, Lawn, Backyard, Playground Gifts, Party Ages 3 4 5 6 Rocking HIGH Chair

Visit the PLATPORTS Store

557 ratings

Amazon's Choice for "teeter totter for kids outd…

$119.99

FREE Returns

Save more Apply $10 coupon Terms

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Payment plans

2 options from $20.00/mo (6 mo) with 0% APR

One-time payment
$119.99

Amazon Store Card Learn more
(ending with 8235)
$20.00/mo (6 mo) **Interest: $0.00 (0% APR)**

- Cannot be combined with any % back
- Financing option applies to final order total amount

Affirm Learn more
(approval required. No late fees.)
$11.70/mo or less (12 mo) (10-30% APR)

- Checking your eligibility will not affect your credit
- Financing option applies to final order total amount

Compare all 2 plans

Brand	PLATPORTS
Color	Blue, Orange, Green
Material	Plastic, Steel
Product Dimensions	15"D x 55"W x 21"H

$119.99

FREE Returns

FREE delivery **Friday, March 24**. Order within 12 hrs 42 mins

Deliver to CYNTHIA - Neosho 64850

In Stock

Add to Cart

Buy Now

Payment	Secure transaction
Ships from	Amazon
Sold by	Be creative
Packaging	Shows what's inside

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

☐ Add a gift receipt for easy returns

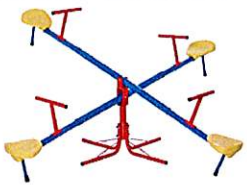
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OUTSUNNY TEETER TOTTER 4 SEAT OUTDOOR SEESAW FOR BACKYARD MULTIPLE KIDS…
4.5 64
$89.99 prime
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VIDEO

Kids Chair Seesaw, teeter totter for kids Outdoor Seesaw, Outdoor Play Equipment, See Saw - Toddler Chaise Lounge Chair - Reading Chair / Saucer Chair - Playground equipment Home, Backyard, Daycare

Visit the PLATPORTS Store

4 ratings

$69.99

FREE Returns

Save more Apply $10 coupon Terms

Earn 5% back every day at Amazon with your Prime Store Card.

Enhance your purchase

Payment plans

2 options from $11.67/mo (6 mo) with 0% APR

One-time payment
$69.99

Amazon Store Card Learn more
(ending with 8235)
$11.67/mo (6 mo) **Interest: $0.00 (0% APR)**



- Cannot be combined with any % back
- Financing option applies to final order total amount

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$12.71/mo or less (6 mo) **(10-30% APR)**

affirm

- Checking your eligibility will not affect your credit
- Payment plan applies to entire cart

Compare all 2 plans

Brand PLATPORTS

$69.99

FREE Returns

FREE delivery **Wednesday, March 22.**
Order within 6 hrs 56 mins

Deliver to CYNTHIA - Neosho 64850

In Stock

Qty: 1

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Sold by	Be creative
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Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

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- ☐ 3-Year Indoor Furniture Accident Protection Plan for $9.79
- ☐ 5-Year Indoor Furniture Accident Protection Plan for $13.99
- ☐ Add a gift receipt for easy returns

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Other Sellers on Amazon

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Sold by: Be creative

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Sell on Amazon

Discount School Supply



Child Trike Helmet - Red

Item # HLMTR

$26.99

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Remove | Save for Later

Preschool Sports Safety Helmet

COP-85

$20.99

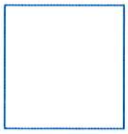
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- Colors may vary.

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⚠ **WARNING:**
CHOKING HAZARD - Small Parts. Not for children under 3 yrs.

DESCRIPTION REVIEWS

This lightweight helmet meets or exceeds US CPSC Helmet Standards. Multiple vents for ventilation, sizing pads, and an adjustable chin strap with quick-release buckle insure a comfortable fit. Cleans with mild soap and water. Interior circumference varies from 21¼" to 22" to fit most Preschool and Primary age children.

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Lakeshore

4 Reviews

Child-Sized Safety Helmets

$27.99

Size

Medium

Qty

1 Add to Cart

Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Not eligible for store pickup.

Recommended Age

5 yrs. - 7 yrs. / Kindergarten - 2nd gr.

Description

Little heads get all the protection they need with our safety helmets. They're made of extra-dense styrene with a super-tough, protective coating, so they're lightweight and impact-resistant. Plus, adjustable straps and soft padding ensure a comfortable fit.

Item # CS418

Additional Information

- Extra-small toddler helmet fits a head circumference of 18"-19 1/2".
- Small child helmet fits a head circumference of 19 5/8"-21 1/4".
- Medium youth helmet fits a head circumference of 21 1/4"-22 3/4".
- Helmets meet ANSI and ASTM safety standards.

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Lakeshore Taxi-Trike
$429.00
(9)



Lakeshore School Trike
$279.00
(5)



Lakeshore 3-Wheel Scooter
$229.00
(2)



Easy-Build Bricks - Master Set
$399.00
(4)









Item: 143519
Status: **In Stock**

$28.95

Qty.: 1

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Have a Question? Chat Live Now!

DESCRIPTION RATINGS & REVIEWS

7 - 12 years. Protect children with these safe, attractive helmets! This premium helmet is classic and aerodynamic. Fits a 7 to 12 year old child with a head size of 21.88" to 23.75". Clean with mild, soapy water. Features reattachable visor to protect from the sun and other elements, 6 vents for air circulation and adjustable chin straps. Also includes Occipital Lobe Retention System for added stability.

Product Features

- This premium helmet is classic and aerodynamic
- Re-attachable visor provides protection from the sun and other elements
- Features six vents for air circulation and adjustable chin straps
- Includes an Occipital Lobe Retention System for added stability

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Discount School Supply® Ultimate Ball Kit - 14 Piec

Item # BALLKIT

$169.99

− 1 +

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Price



GoSports Playground Balls for Kids (Heavy Duty Set of 6) with — **$38.99**

In Stock

& FREE Returns

This is a gift Learn more

Style: Classic - 8.5" Ball Set

Qty: 1 Delete Save for later

Compare with similar items

Scrap-Basket Strips and Squares: Quilting with 2 1/2", 5", and 1... has been moved to Saved for Later.

Subtotal (1 item): **$38.99**

Subtotal (1 item): **$38.99**

This order contains a gift

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Your recently viewed items



GoSports Playground Balls for Kids (Heavy...
1,361
$29.99 - $39.99

See all buying options



GoSports Playground Balls for Kids (Heavy...
1,361
$29.99

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LOONELO 20-Tone Top Bar Chime,Wind Chim...
3
$38.99

Add to Cart

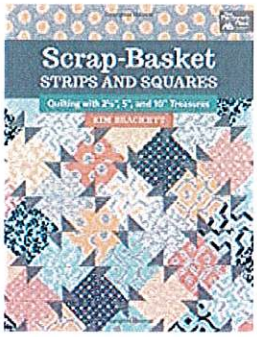


Children's Factory, AFB7950, Angeles 4-...
57
$232.28

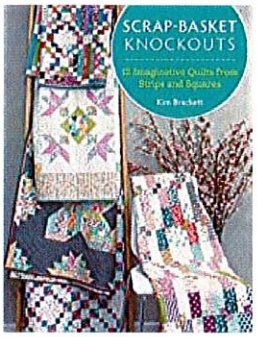
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Scrap-Basket Strips and Squares: Quilting with 2 1/2",
by Kim Brackett
$15.49
Paperback
Only 3 left in stock - order soon.
& FREE Returns
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Scrap-Basket Knockouts: 12 Imaginative Quilts from Strips
by Kim Brackett
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In Stock
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9 Reviews

Lakeshore 6" Activity Balls

$19.99

Qty

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Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Sold Out at East Brunswick, NJ.

Recommended Age
18 mos. - 8 yrs. / Toddler - 3rd gr.

Description
No matter what game kids are playing, our versatile activity balls are just the thing! Great for use indoors or out, these lightweight, high-bouncing balls are made of flexible vinyl that's easy to grab... and their durable, wipe-clean surface is perfect for school use. You get 6 balls in 6 bright colors; each measures 6" in diameter. Balls are easy to inflate and deflate with our *Automatic Ball Inflator* (sold separately below).

Item # RA298

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Ball Fun Activity CD
$15.99

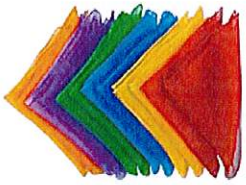
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Automatic Ball Inflator
$79.99

(3)

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Activity Scarves
$24.99

(34)

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Lakeshore Wrist Ribbons - Set of 12
$29.99

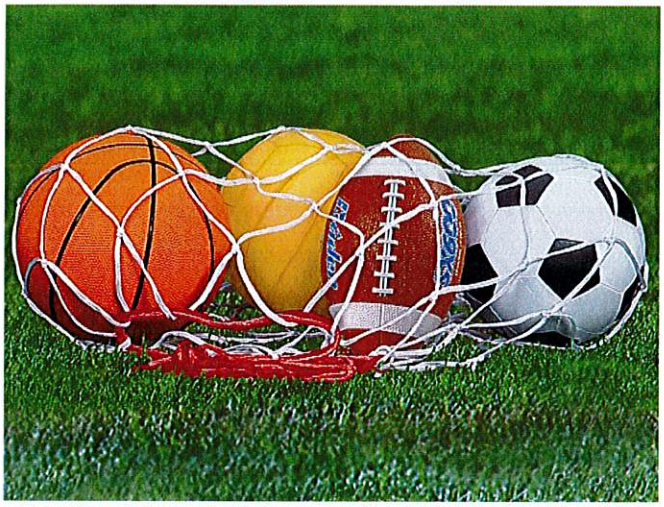
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Lakeshore

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Sport Balls - Complete Set

$59.99

Qty

1 Add to Cart

Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Not eligible for store pickup.

Recommended Age
4 yrs. - 11 yrs. / Pre-K - 6th gr.

Description
Our sport balls are perfect for a variety of indoor and outdoor activities! Heavy-duty balls are designed to withstand extra-tough wear, so they'll last through years of kicking, bouncing and throwing. Complete set includes 4 balls in the 4 styles shown—all in a drawstring bag made of durable nylon netting. Balls are easy to inflate and deflate with our *Automatic Ball Inflator* (sold separately below). *Each ball is also available separately below.*

Item # UB60X

Share

Related Items



Automatic Ball Inflator
$79.99
(3)
Add to Cart



Soccer Ball
$12.99
(2)
Add to Cart



Basketball
$12.99
Add to Cart



Easy-Grip Football
$12.99
Add to Cart

Recently Viewed Products









Item: 200097
Status: **In Stock**

$43.95

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

KAPLAN EXCLUSIVE

DESCRIPTION RATINGS & REVIEWS

Set includes a soccer ball size 4, junior football, official junior rubber basketball, and a mesh 24" x 36" ball bag.

Related Products

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Click to expand

Item: PL8117
Status: **In Stock**

$51.95

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

DESCRIPTION PLAYGROUND PRODUCTS RATINGS & REVIEWS

Set of 6 numbered balls: red, yellow, orange, green, blue, and purple. Each ball measures 8.5" and ships deflated.

* This item will ship directly from the vendor. Due to the global materials shortage, shipping lead times may vary. Free freight is not available on Playground items. Off-loading of all playground deliveries are the customer's responsibility. Playground items are heavy and may require the use of a skid-steer loader or fork lift, which the customer must provide. Please contact us for additional questions.

Customers Also Viewed

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Discount School Supply



MyRider® 3-Wheel V Scooter

Item # MY3FLYV

$539.99

− 1 +

Extra-Wide Platform Scooter

HPE-50

$229.99

Be the first to review this product

CONSTRUCTIVE PLAYTHINGS EXCLUSIVE!

- Perfect beginner scooter!
- Weighs 26 lbs.
- Size 30" L. x 20 ¼" W. x 25½" H.
- Platform height 3 ¾" H
- Ages 3-6 yrs



Qty 1 ADD TO CART

Add to Wishlist

WARNING:
CHOKING HAZARD - Small parts must be assembled by an adult. Special care should be taken in the unpacking and assembly of this item. Unassembled parts may be a choking hazard to children 3 yrs. and younger.

DESCRIPTION REVIEWS

Is your kid ready to start zipping around the park? We have the perfect scooter for beginners with 3 wide solid polyurethane tires with deep treads, an extra-wide platform with a textured non-slip surface, a heavy-duty steel frame, durable powder-coating, industrial steel ball bearings, easy-grip, non-slip handlebars and a back brake. All are covered by a 5 Year Limited Warranty on the frame and 1 year on moving parts.

Related Products

2-Wheeler Scooter

Scooter Board With Handles

Circle Bike

Trike-For-Two

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Item: 62853-SL
Status: **In Stock**

$215.95

Red/Silver - Single

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

KAPLAN EXCLUSIVE

DESCRIPTION AIR SURCHARGES RATINGS & REVIEWS

Get Moving with Kaplan Scooters

3 - 7 years. Kaplan 3-wheel scooters are made by Tilo, an award-winning line of trikes and scooters created for the preschool and consumer markets. These scooters are built to support and encourage adventure in children, giving them the confidence to test their limits. Loaded with safety features, these scooters are available in two colors (red/silver or yellow) and backed by a 5-year warranty. Simple one-bolt assembly gets them rolling in no time!

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2 Reviews



Lakeshore 3-Wheel Scooter

$229.00

Qty

1 Add to Cart

Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Sold out at all locations.

Recommended Age

3 yrs. - 6 yrs. / Preschool - 1st gr.

Description

Our 3-wheel scooter has safety built in. The three super-wide wheels keep it stable...no matter how wild the ride gets! The footboard is extra-wide, so riders feel steady and secure; it even has a durable, skid-resistant surface. Scooter measures a big 23 1/2"l x 18"w x 24"h. Simple assembly.

Item # LA152

5-Year Warranty

Shipping restrictions apply.

Share

Recently Viewed Products



Easy-Build Bricks - Master Set
$399.00

(4)

Add to Cart



Outdoor Drum Center
$799.00

(7)

Add to Cart

Ride-Along Taxi Trike

HPE-46

$499.99

Be the first to review this product

CONSTRUCTIVE PLAYTHINGS EXCLUSIVE!

- Trike with extra seat on back
- Size 43" x 26 ¾" x 25"
- Ages 4-8 yrs



Qty 1 ADD TO CART

Add to Wishlist

⚠ WARNING:
CHOKING HAZARD - Small parts must be assembled by an adult. Special care should be taken in the unpacking and assembly of this item. Unassembled parts may be a choking hazard to children 3 yrs. and younger.

DESCRIPTION REVIEWS

Let those kids get a taste for hospitality and service with this cool Ride-Along Taxi Trike. An extra seat on the back of this ride along trike makes it a way to "taxi" friends around. The kids will love being able to pick up their buddies for a stroll around the path. Size 43" x 26 ¾" x 25". Seat height is 17 ½" H. Passenger seat height is 12 ½" H. Ages 4 - 8 yrs.

Related Products

Circle Bike

Toddler's Big Blue Wagon

Cars and Trucks/Station Wagon Only

Rumble Wagon™

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Item: 86124
Status: Ships From Manufacturer

$549.95

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

DESCRIPTION AIR SURCHARGES RATINGS & REVIEWS

4 years & up. Encourage the development of gross motor functions with this exciting Yellow School Themed Bus Trike for Fun Outdoor Activities and Beginner's Bike Practice. Your child will gain confidence in their skills as they pedal this bright colored trike and practice towards their first bike. This trike promotes adventure, exploration, and activity. For safety, the trike includes rubber coated, slip resistant handle bars and a ball and socket fork system that eliminates dangerous pinch points. Weight: 28lbs. Measures 44" long. Seat: 15.5"H. Handlebar: 26.5"H.

* This item will be drop shipped directly from the vendor. Please allow 2-6 weeks for delivery.

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9 Reviews

Lakeshore Taxi-Trike

$429.00

Qty

1 Add to Cart

Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Sold out at all locations.

Recommended Age

3 yrs. - 7 yrs. / Preschool - 2nd gr.

Description

Here's a tricycle built for two! This extra-long trike has two roomy, contoured seats, so both driver and passenger enjoy a safe, comfortable ride. Plus, it's a cinch to pedal, even with someone in the backseat! The super-sturdy trike also has a rugged, no-slip platform in back that provides a solid footrest. Trike measures 43 1/4" in length; seats measure 16" high. Simple assembly.

Item # LA157

5-Year Warranty

Shipping restrictions apply.

Share

Recently Viewed Products



Lakeshore School Trike
$279.00
(5)
Add to Cart



Lakeshore 3-Wheel Scooter
$229.00
(2)
Add to Cart



Easy-Build Bricks - Master Set
$399.00
(4)
Add to Cart



Outdoor Drum Center
$799.00
(7)
Add to Cart

Discount School Supply

5 Drop-ship Items : [redacted]

Please allow up to 6 weeks for these items.



Angeles® MyRider® Chariot

Item # MYCHARIOT

− 1 +

$593.99

Save for Later

Remove



Sure-Ride Trike

HPE-80

$299.99

Be the first to review this product

CONSTRUCTIVE PLAYTHINGS EXCLUSIVE!

- Heavy-duty, steel frame
- Non-slip pedals
- Tip-resistant design
- Size 28" L. x 17" W. x 20" H.
- Ages 3-5 yrs

Qty 1 ADD TO CART

Add to Wishlist

⚠ **WARNING:**
CHOKING HAZARD - Small parts must be assembled by an adult. Special care should be taken in the unpacking and assembly of this item. Unassembled parts may be a choking hazard to children 3 yrs. and younger.

DESCRIPTION REVIEWS

Our Sure-Ride Trike is ready for all the action on the school playground! With a heavy-duty, steel frame, durable powder-coating, and solid polyurethane tires with deep treads it is sure to stand the test of kids for years to come. Trike also includes industrial steel ball bearings; easy-grip, non-slip handlebars, a contoured seat, non-slip pedals and a no-pinch, tip-resistant design. Covered by a Limited Warranty on the frame and 1 year on moving parts. Recommended for ages 3-5 years. Size 28" L. x 17" W. x 20" H.

Related Products

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KAPLAN

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☆ 5 YEAR ☆ WARRANTY

Hover to zoom





Item: 62849-SL

Status: **In Stock**

$244.95

Red/Silver - Single

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

KAPLAN EXCLUSIVE

DESCRIPTION VIDEO AIR SURCHARGES RATINGS & REVIEWS

Get Moving with Kaplan 14" Trikes

4 - 8 years. Kaplan trikes are made by Tilo, an award-winning line of trikes created for the preschool and consumer markets. These trikes are built to support and encourage adventure in children, giving them the confidence to test their limits. Loaded with safety features, these trikes are available in two colors (red/silver or yellow)

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5 Reviews



Lakeshore School Trike

$279.00

Qty

1 Add to Cart

Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Not eligible for store pickup at East Brunswick, NJ.

Recommended Age
3 yrs. - 6 yrs. / Preschool - 1st gr.

Description
So safe, comfortable and easy to ride...this classic trike is guaranteed to be a playground favorite! The trike is designed for superior stability, yet it's so lightweight and easy to pedal, children can make it go effortlessly. Plus, a contoured seat and concealed hardware ensure safety. Trike measures 29 1/2" in length; seat measures 13 1/2" high. Simple assembly.

Item # LA154

5-Year Warranty

Shipping restrictions apply.

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Recently Viewed Products



Lakeshore 3-Wheel Scooter
$229.00
(2)
Add to Cart



Easy-Build Bricks - Master Set
$399.00
(4)
Add to Cart



Outdoor Drum Center
$799.00
(7)
Add to Cart

Discount School Supply



Angeles® MyRider® Easy Rider

Item # SPSUPER

$531.49

− 1 +

Remove | Save for Later

Low-Rider Trike

HPE-35

$319.99

Be the first to review this product

CONSTRUCTIVE PLAYTHINGS EXCLUSIVE!

- Low to the ground
- Adjustable, heavy-duty and tip-resistant design
- Overall measurements 39½" L. x 22" W. x 23¾" H.
- Ages 3-7 yrs



Qty 1 ADD TO CART

Add to Wishlist

WARNING:
CHOKING HAZARD - Small parts must be assembled by an adult. Special care should be taken in the unpacking and assembly of this item. Unassembled parts may be a choking hazard to children 3 yrs. and younger.

DESCRIPTION REVIEWS

Kids will love zipping around in this cool Low-Rider Trike! A low-to-the-ground, 3 wheeler for a tip-resistant ride and an adjustable contoured seat with high back support. With a heavy-duty, steel frame, durable powder-coating, solid polyurethane tires with deep treads, industrial steel ball bearings, easy-grip, non-slip handlebars, a contoured seat, non-slip pedals and a no-pinch, tip-resistant design. All are covered by a 5 Year Limited Warranty on the frame and 1 year on moving parts. Overall measurements 39½" L. x 22" W. x 23¾" H. Seat height is 6". Weight 24 lbs. Ages 3-7 yrs.

Related Products

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Item: 62851-SL
Status: **In Stock**

$224.95

Red/Silver - Single

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

KAPLAN EXCLUSIVE

DESCRIPTION VIDEO AIR SURCHARGES RATINGS & REVIEWS

Get Moving with Kaplan Lowrider Trikes

4 - 8 years. Kaplan trikes are made by Tilo, an award-winning line of trikes created for the preschool and consumer markets. These trikes are built to support and encourage adventure in children, giving them the confidence to test their limits. Loaded with safety features, these trikes are available in two colors (red/silver or yellow) and backed by a 5-year warranty. Simple one-bolt assembly gets them rolling in no time!

Bars: 23"H.

Safety features:

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Chalkboard flower - Daisy

$560.00

Be the first to review this product

- Comes in Daisy, Rose or Sunflower shapes
- Can be mounted to fences or wall
- Comes in variety of colors (blue, yellow ,red and beige)
- 1" Think



Qty 1 ADD TO QUOTE

Add to Wishlist

Whether you're public or private, in the design stage or ready for pricing, our team of specialists would be happy to help you with your project. Call 800-448-2972 or email at **playground@constructiveplaythings.com** for assistance.
Playground equipment Ships F.O.B. factory, by Truck. Allow 4 to 6 weeks for delivery.
Installation and surfacing can be provided upon request.

DESCRIPTION REVIEWS

The Chalk Board Flowers are a colorful addition to any playground. Every child likes to express themselves through drawing pictures and pretend play. Colorful flowers made of HDPE Plastic and the Black center is TPO Plastic. Entire flower is washable from the chalk.

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Item: --
Status: Ships From Manufacturer

$500.00

Please Select Configuration

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

TRUCK DELIVERY

MINORITY & WOMEN OWNED BUSINESS

DESCRIPTION | PLAYGROUND PRODUCTS | RATINGS & REVIEWS

Age: 2 - 5 Years

Size: 40"H x 1"D x 34"W

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Portable



In Ground

NEW Paint & Chalkboard Panels

Our most compact panels provide kids with individual space to be creative! Double-sided, 2'L panels are great for smaller groups or individuals. Chalkboard is made of SureGrip™ coated steel, making it both magnetic and easy to write on. Polycarbonate paint panel is extremely tough. Panels are easy to wipe clean and include trays on both sides. Each is 2'W x 4'1"H. In ground or portable. Entire system is 2'9"L x 2'9"W x 4'2"H; 143 lb. ASTM. CPSC. ADA.

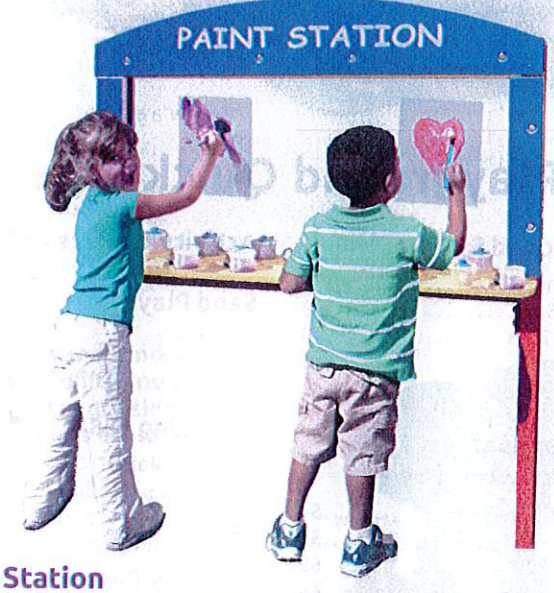
PL78-387 Portable ..... Ea $1,499.00
PL78-388 In Ground ..... Ea $1,599.00



6-Station Art Center

Up to 6 children can create brilliant masterpieces on this space-saving center! Small footprint allows this center to fit on the edge of compact playgrounds. Made of recycled plastic, it won't rust, fade, or splinter. Assembly and in ground installation required. Wipe-clean polycarbonate paint panel is 1/4" thick. Overall dimensions are 9'1"L x 4'8"W x 4'1"H; 250 lb. Truck delivery. ASTM. CPSC. ADA.

PL77-102 ..... Ea $3,399.00

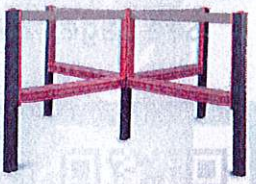


Paint Station

Make clean up a snap with this outdoor station! Large, clear, polycarbonate paint surface is unbreakable and cleans easily for continued use. Cupholders accommodate standard reusable cups and help prevent spills. Two-sided design provides activity space for up to 6 children. Durable, powder-coated steel frame. Assembly and in ground installation required. Paint panel is 3'8"W x 22"H x 3/8" thick. Overall dimensions are 4'L x 12"W x 5'7"H; 86 lb. ASTM. CPSC. ADA.

PL14-843 ..... Ea $2,399.00





Preschool Art Center

8-Station Art Centers

The perfect creation station for 8 budding artists. Central post design suspends 4 double-sided easels. Heavy-duty see-through 1/4" thick plastic panels won't splinter, chip, split, rot, or stain. Paint wipes off easily. Preschool size has 8 standard-height stations; Toddler/Preschool size has 4 standard-height and 4 lower stations. Some assembly and in ground installation required. 9'1"L x 9'1"W x 4'1"H; 326 lb. Truck delivery. ASTM. CPSC. ADA.

P PL77-101 Toddler/Preschool ..... Ea $4,499.00
PL77-100 Preschool ..... Ea $4,499.00

Products with the P are exclusively from Play with a Purpose

Fruit Art Panels - Blueberry

$577.00

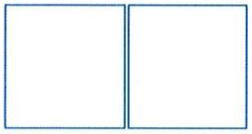
Be the first to review this product



- Comes in apple, pineapple and blueberry shapes
- Can be mounted to fence or walls
- Comes in variety of colors (blue, yellow ,red and beige)
- Made of HDPE plastic
- Center is White washable Plexiglass

Qty 1 ADD TO QUOTE

Add to Wishlist



Whether you're public or private, in the design stage or ready for pricing, our team of specialists would be happy to help you with your project. Call 800-448-2972 or email at playground@constructiveplaythings.com for assistance.
Playground equipment Ships F.O.B. factory, by Truck. Allow 4 to 6 weeks for delivery.
Installation and surfacing can be provided upon request.

DESCRIPTION REVIEWS

Children will get their daily dose of creativity on the playground with the Fruit Art Panel. The primary colors from the Apple, Pineapple and Blueberry make any play area fun and exciting. The PE panel surrounding the easy wipe reusable board is made to withstand the elements. Each board sports a paint tray at the front that holds up to four colors at once. Simply fill the tray with paint pots and go.

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KAPLAN®

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Item: --
Status: Ships From Manufacturer

$578.00

Please Select Configuration

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

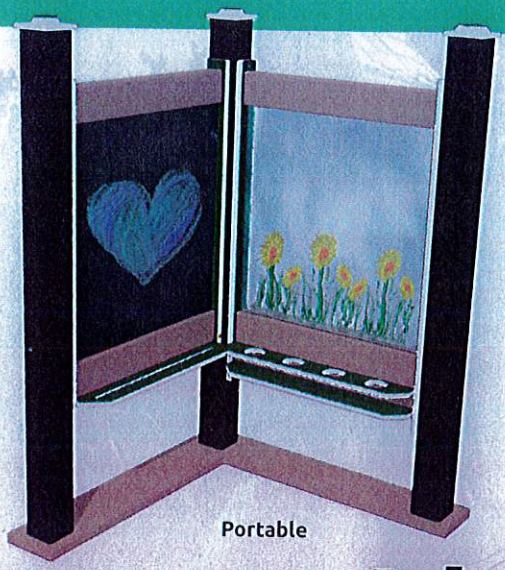
TRUCK DELIVERY

MINORITY & WOMEN OWNED BUSINESS

DESCRIPTION PLAYGROUND PRODUCTS RATINGS & REVIEWS

Age: 2 - 5 years
Size: 34"W x 6"D x 40"H
Weight: 25 lbs. each

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Portable



In Ground

NEW Paint & Chalkboard Panels

Our most compact panels provide kids with individual space to be creative! Double-sided, 2'L panels are great for smaller groups or individuals. Chalkboard is made of SureGrip™ coated steel, making it both magnetic and easy to write on. Polycarbonate paint panel is extremely tough. Panels are easy to wipe clean and include trays on both sides. Each is 2'W x 4'1"H. In ground or portable. Entire system is 2'9"L x 2'9"W x 4'2"H; 143 lb. ASTM. CPSC. ADA.

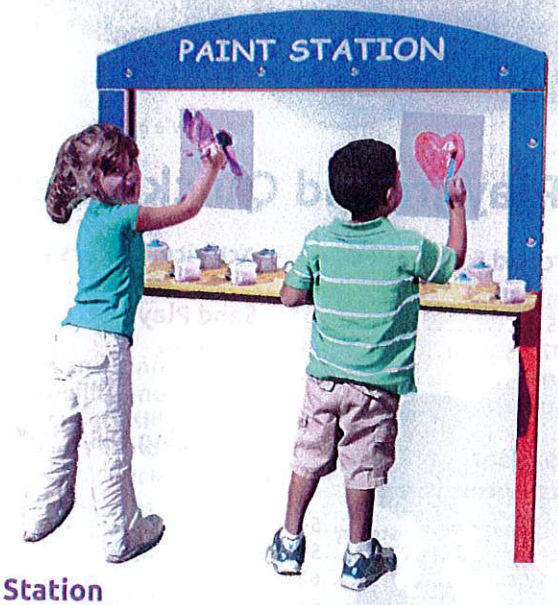
PL78-387 Portable ..... Ea $1,499.00
PL78-388 In Ground ..... Ea $1,599.00



6-Station Art Center

Up to 6 children can create brilliant masterpieces on this space-saving center! Small footprint allows this center to fit on the edge of compact playgrounds. Made of recycled plastic, it won't rust, fade, or splinter. Assembly and in ground installation required. Wipe-clean polycarbonate paint panel is 1/4" thick. Overall dimensions are 9'1"L x 4'8"W x 4'1"H; 250 lb. Truck delivery. ASTM. CPSC. ADA.

PL77-102 ..... Ea $3,399.00

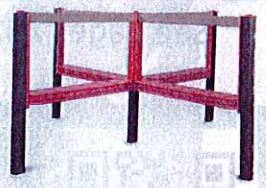


Paint Station

Make clean up a snap with this outdoor station! Large, clear, polycarbonate paint surface is unbreakable and cleans easily for continued use. Cupholders accommodate standard reusable cups and help prevent spills. Two-sided design provides activity space for up to 6 children. Durable, powder-coated steel frame. Assembly and in ground installation required. Paint panel is 3'8"W x 22"H x 3/8" thick. Overall dimensions are 4'L x 12"W x 5'7"H; 86 lb. ASTM. CPSC. ADA.

PL14-843 ..... Ea $2,399.00





Preschool Art Center

8-Station Art Centers

The perfect creation station for 8 budding artists. Central post design suspends 4 double-sided easels. Heavy-duty see-through 1/4" thick plastic panels won't splinter, chip, split, rot, or stain. Paint wipes off easily. Preschool size has 8 standard-height stations; Toddler/Preschool size has 4 standard-height and 4 lower stations. Some assembly and in ground installation required. 9'1"L x 9'1"W x 4'1"H; 326 lb. Truck delivery. ASTM. CPSC. ADA.

PPL77-101 Toddler/Preschool ..... Ea $4,499.00
PL77-100 Preschool ..... Ea $4,499.00

Discount School Supply



Excellerations® Masonry Foam Floor Blocks - Set

Item # MASONRY

$179.99

− 1 +

Remove | Save for Later |

KAPLAN®

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Item: 70914
Status: **In Stock**

$169.95

Rock Wall Builder Set

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

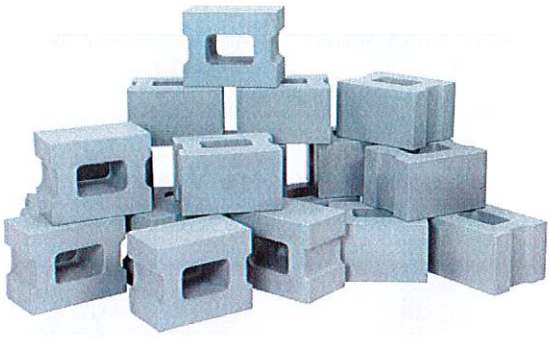
KAPLAN EXCLUSIVE

DESCRIPTION VIDEO AIR SURCHARGES RATINGS & REVIEWS

3 years & up. Build to new heights with this fantastic collection of realistic pretend bricks, blocks, and rocks! This set of lightweight foam builders stack easily for endless creative building projects. The foam construction is water proof, but not UV-resistant; if kept outside for a long time, the colors will fade. Included: 20-piece Cinder Block Set, 25-piece Rock Wall Builder Set, 25-piece Brick Builder Set, and 25-piece Ice Brick Builder Set. Activity cards included.

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Item: 71011
Status: **In Stock**

$169.95

Cinder Block Builder Set

Qty.: 1

ADD TO CART

Add to Wish List

Have a Question? Chat Live Now!

KAPLAN EXCLUSIVE

DESCRIPTION VIDEO AIR SURCHARGES RATINGS & REVIEWS

3 years & up. Build to new heights with this fantastic collection of realistic pretend bricks, blocks, and rocks! This set of lightweight foam builders stack easily for endless creative building projects. The foam construction is water proof, but not UV-resistant; if kept outside for a long time, the colors will fade. Included: 20-piece Cinder Block Set, 25-piece Rock Wall Builder Set, 25-piece Brick Builder Set, and 25-piece Ice Brick Builder Set. Activity cards included.

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Lakeshore

4 Reviews



Easy-Build Bricks - Master Set

$399.00

Qty

1 Add to Cart

Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Not eligible for store pickup.

Recommended Age
24 mos. - 5 yrs. / Toddler - Kindergarten

Description
Easy to hold and easy to stack, these jumbo-sized bricks make building a breeze! Lightweight plastic bricks have a simple, interlocking design that lets children press them together effortlessly...and keeps them in place until kids pull them apart. Set includes 60 bricks in 5 colors and 2 sizes; largest brick measures 11 3/4" in length.

Item # BR574

Shipping restrictions apply.

Share

Lakeshore

Recently Viewed Products



Outdoor Drum Center
$799.00
(7)
Add to Cart

Lakeshore

4 Reviews



Kid-Tough Trucks

$96.99

Qty

1 Add to Cart

Add to Registry Add to Shopping List

Ship Item
In stock and ready to ship!

Store Pickup
Not eligible for store pickup.

Recommended Age
12 mos. - 6 yrs. / Infant - 1st gr.

Description
Little drivers can really get to work...with super-tough trucks made just for kids! The 3 hardworking vehicles include a fire truck, dump truck and recycling truck, each with smooth-rolling wheels and real-moving parts—so children enjoy tons of action-packed play. Made from 100% recycled plastic with no metal axles, our trucks are designed to be super-safe—even for the littlest drivers! You get all 3 trucks shown. Recycling truck measures 12" in length. *Each truck also available separately below.*

Item # TR220X

Share

Related Items



Kid-Tough Fire Truck
$32.99

(1)

Add to Cart



Kid-Tough Dump Truck
$32.99

(2)

Add to Cart



Kid-Tough Recycling Truck
$32.99

(5)

Add to Cart

Amazon

uently bought together


+

+


Total price: $54.53

Add all three to Cart

- [x] **This item:** Green Toys Dump Truck, Red/Yellow CB - Pretend Play, Motor Skills, Kids Toy Vehicle. No BPA, phth
- [x] Green Toys Recycling Truck in Green Color - BPA and Phthalates Free Garbage Truck for Improving Gross Mot
- [x] Green Toys Fire Truck - BPA , Phthalates Free Imaginative Play Toy for Improving Fine , Gross Motor Skills. for I

Play with A Purpose

Dump Truck

☆☆☆☆☆

$24.95

In Stock
Item#: 22-583
Unit: Ea

Haul sand, rocks, and toys around the playground or yard in a durable dump truck!

Qty

1

Add to Cart





‹ Back to results



Roll over image to zoom in

Radio Flyer Classic Red Wagon

Visit the Radio Flyer Store

5,096 ratings | 174 answered questions

Amazon's Choice for "red wagon radio flyer"

$119.99

FREE Returns

Earn 5% back every day at Amazon with your Prime Store Card.
May be available at a lower price from other sellers, potentially without free Prime shipping.

Style: **Classic**

Big Red	Classic
$149.99	**$119.99**

Enhance your purchase

Payment plans

2 options from $20.00/mo (6 mo) with 0% APR

One-time payment
$119.99

Amazon Store Card Learn more
(ending with 8235)
$20.00/mo (6 mo) **Interest: $0.00 (0% APR)**

- Cannot be combined with any % back
- Financing option applies to final order total amount

Affirm Learn more
(approval required. No late fees.)
$11.70/mo or less (12 mo) **(10-30% APR)**

- Checking your eligibility will not affect your credit
- Financing option applies to final order total amount

Compare all 2 plans

Product Dimensions	37.4"D x 8.5"W x 17.6"H
Brand	Radio Flyer
Material	Alloy Steel
Color	Red

Buy new:
$119.99

FREE Returns

FREE delivery **Friday, March 24**. Order within 14 hrs 4 mins

Deliver to CYNTHIA - Neosho 64850

In Stock

Qty: 1

Add to Cart

Buy Now

Payment	Secure transaction
Ships from	Amazon.com
Sold by	Amazon.com
Packaging	Shows what's inside

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

☐ Add a gift receipt for easy returns

Save with Used - Very Good
$104.57

FREE delivery: **Thursday, March 23**
Ships from: Amazon
Sold by: Amazon Warehouse

Add to List

Add to Registry & Gifting

New & Used (9) from
$104.57

Have one to sell?
Sell on Amazon



Rumble Wagon™

SST-600

$124.99

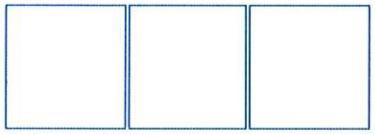
Be the first to review this product

☐ Notify me when product is back in stock.

- Ages 18 mos. +.
- Size 39" L. x 20" W. x 17" H.
- Maximum weight is 75 lbs.
- Weighs 20 lbs.
- Minimal assembly required

Out of stock

Add to Wishlist



JOIN OUR EMAIL LIST

DESCRIPTION REVIEWS

A two-seater wagon made from maintenance-free, molded plastic with a 30" L. handle that folds under the wagon for convenient storage, front axles designed for non-tip turning, 8" diam. wheels with rubber enhanced tread on plastic tires, a molded-in storage compartment below, and 2 safety seatbelts.

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We use cookies to enhance your experience. By continuing to visit this site you agree to our use of cookies. More info ×

Play With A Purpose Catalogue

Radio Flyer Big Red Classic ATW

☆☆☆☆☆

$279.00

Direct Ship, Estimated Ship Date is 04/04/2023

Item#: 87-534

Unit: Ea

Our largest all-metal big wheel classic metal wagon has a deep bed (6"D) to keep kids safe and comfortable.

Qty

1

Add to Cart



COMPETITIVE TELEPHONE/IN PERSON BID RECORD

General description of item specifications including quantity desired:

Repair playground shade at NJHS
Includes installation

Bidder #1. Craig
Person Contacted

Sign Designs
Company Name

1720 W. 7th
Address

Joplin MO
City State Zip

417 624 8688
Area Code Telephone

Total Price Quoted:

$ 5198

Bidder #2. no other vendors
Person Contacted

available
Company Name

to complete
Address

project in timeframe
City State Zip

Area Code Telephone

Total Price Quoted:

$

Bidder #3.
Person Contacted

Company Name

Address

City State Zip

Area Code Telephone

Total Price Quoted:

$

I certify that the above information is correct as received and that I have not revealed the bidder's bid to any other bidder.

SIGN Designs
RISING HIGHER
1720 W. 7th St. · Joplin, MO 64801
Phone: 417-624-8688 · Fax: 417-624-0933 · www.sign-designs.com

DEPOSIT INVOICE

Invoice #: DP22961

Inv Date: 03/10/23
Customer #: 30397
Page: 3 of 3

SOLD TO:	JOB LOCATION:
ECONOMIC SECURITY CORP 302 JOPLIN ST. P.O. BOX 207 JOPLIN MO 64801	HEAD START 1200 N Main St Rd P.O. BOX 207 JOPLIN MO 64801 REQUESTED BY: ISA GREENWOOD

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
ISA GREENWOOD		Craig Hardy	03/10/23	60.0% Due Upon Receipt	04/30/23

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #19038 (MARCH 2023) HEAD START NORTH MAIN ST, JOPLIN MO: REPLACE AWNING COVER WITH CABLE TENSIONER ON 20'X20' EXISTING POLE/GUIDE WIRE FRAME FOR PATIO TENT. BLUE COLOR MATCH LIMITED TO AVAILABLE MATERIAL SELECTIONS.	$5,198.00	$5,198.00
		SUB TOTAL	$5,198.00
	ESTIMATED SALES TAXES		$0.00
	TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		$5,198.00

PLEASE PAY THIS DEPOSIT AMOUNT:	$3,118.80

SIGN Designs
RISING HIGHER
1720 W. 7th St. · Joplin, MO 64801
Phone: 417-624-8688 · Fax: 417-624-0933 · www.sign-designs.com

PROPOSAL
Proposal #: 22961

Proposal Date: 03/10/23
Customer #: 30397
Page: 1 of 3

SOLD TO:	JOB LOCATION:
ECONOMIC SECURITY CORP 302 JOPLIN ST. P.O. BOX 207 JOPLIN MO 64801	HEAD START 1200 N Main St Rd P.O. BOX 207 JOPLIN MO 64801 REQUESTED BY: ISA GREENWOOD

SIGN DESIGNS (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #19038 (MARCH 2023) HEAD START NORTH MAIN ST, JOPLIN MO: REPLACE AWNING COVER WITH CABLE TENSIONER ON 20'X20' EXISTING POLE/GUIDE WIRE FRAME FOR PATIO TENT. BLUE COLOR MATCH LIMITED TO AVAILABLE MATERIAL SELECTIONS.	$5,198.00	$5,198.00
		SUB TOTAL:	**$5,198.00**
		ESTIMATED SALES TAXES:	**$0.00**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $5,198.00

TERMS: 60.0% DOWN, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, SIGN DESIGNS MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

SIGN Designs
RISING HIGHER
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Phone: 417-624-8688 · Fax: 417-624-0933 · www.sign-designs.com

PROPOSAL
Proposal #: 22961

Proposal Date: 03/10/23
Customer #: 30397

2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANYSUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. SIGN DESIGNS SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY INOBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALESWITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THEPOINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 5 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____

Bulk buying options

Products available: 1 of 1
Items available: 9 of 9

Subtotal (9): **$8,864.82**
Shipping calculated at checkout
Estimated tax calculated at checkout

Add all to cart

Or

Request a quote

Get offers from suppliers for orders of $10,000.00 or 999 units or more

Product	Quantity	Availability	Seller	Price + Shipping
 Lenovo ThinkBook 14s Yoga Gen 2 IAP 14" Full HD 2-In-1 Touchscreen Notebook Computer, Intel Core i5-1235U 1.3GHz, 16GB RAM, 256GB SSD, Windows 11 Pro, Mineral Gray ASIN: B0B4P412N7 Condition: **New** Similar items available from $701.80	Quantity: 9	In Stock.	Ships and sold by Soft Networks USA. 67% positive (18 seller ratings)	**$8,864.82** ~~$984.98~~ each & **FREE Shipping** Arrives: **March 27 - 30** Fastest delivery: **Friday, March 24**

Show more buying options

COMPETITIVE TELEPHONE/IN PERSON BID RECORD

General description of item specifications including quantity desired:

Quantity 9
Description Lenovo ThinkBook 14S Yoga Gen 2
I5-1235U intel processor, 12th generation
256 GB SSD
16GB Ram
Windows 11 Pro
Keyboard/Mouse
Wifi 6

Charge

Bidder #1. Arslan Ali
Person Contacted

Zones, Inc.
Company Name

PO Box 34740
Address

Seattle | WA | 98124
City | State | Zip

253 205.3385 x53277
Area Code Telephone

Total Price Quoted:

$ 8,065.73

Note: 4-6 week shipping date

Bidder #2. Matthew Prihoda
Person Contacted

Connection
Company Name

730 Milford Road
Address

Merrimack | NH | 03054
City | State | Zip

800-800-0014 ext 71231
Area Code Telephone

Total Price Quoted:

$ $8,904.21

Bidder #3.
Person Contacted

Amazon.com
Company Name

Address

City | State | Zip

Area Code Telephone

Total Price Quoted:

$ 8,864.82

I certify that the above information is correct as received and that I have not revealed the bidder's bid to any other bidder.

Signature

March 22, 2023
Date Signed

Connection
we solve IT

SALES QUOTE

PC Connection Sales Corp.
730 Milford Road
Merrimack, NH 03054-4631
(603) 683-2000

Salesperson: Matthew Prihoda
Phone: (800) 800-0014
Fax:
Email:

 # 12889429.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 3/21/2023
Valid Through: 3/28/2023

Customer Contact: Travis Mitchell
Email: tmitchell@escswa.org
Phone: (417) 627-2087
Fax: (417) 781-0563

SOLD TO:	SHIP TO:
AB#: 3574968 **ECONOMIC SECURITY CORPORATION** ACCOUNTS PAYABLE 302 S JOPLIN AVE JOPLIN, MO 64801 (417) 781-0352	AB#: 14437327 **ECONOMIC SECURITY CORP** TRAVIS MITCHELL 302 S JOPLIN AVE JOPLIN, MO 64801 (417) 781-0352

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	FEDERAL ID#
	Destination	Small Package Ground Service Level	60.00 lbs	Net 30	02-0497006

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	10	9	41420079	21DM0015US	ThinkBook 14s Yoga G2 Lenovo Commercial Systems	Lenovo Commercial Systems	$ 985.00	$ 8,865.00

Subtotal	**$ 8,865.00**
Fee	**$ 0.00**
Shipping and Handling	**$ 39.21**
Tax	**$ 654.46**
Total	**$ 9,558.67**

***Lease for as low as:** $268.64/Mo.

* The amount is indicative of a 36-month, Fair Market Value (FMV) lease provided by Connection Financial Services and/or other Connection finance partners. Assumes order is predominantly made up of hardware. If the majority of this quote represents software and/or services, please contact your Connection Account Manager to seek a custom lease quote. Lease offerings are subject to credit approval and other lease terms and conditions.

Important Notice - Standard Terms of Sale: Pricing valid for quantities shown until expiration date, excluding memory and hard drives. All purchases from PC Connection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - pcconnection.com, or you may request a copy via fax, e-mail, or mail by calling 1-800-800-0011 or your account representative. It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement ("EULA"). Due to industry-wide constraints and fluctuations, Connection reserves the right to change price at any time.

ZONES

3/21/2023

Bill To:
ECONOMIC SECURITY CORP
PO BOX 207
JOPLIN,MO 64802
Phone : (417) 781-0352

Ship To:
TRAVIS MITCHELL
ECONOMIC SECURITY CORP
302 S JOPLIN
JOPLIN, MO 64801
USA

Account # 0055200554
Quote : K2088147
PO# :

Software prices subject to change
Hardware quotes are valid for 7 business days
Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 34740
Seattle WA 98124-1740

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES LLC ACCOUNT MANAGER VIA FAX OR EMAIL

Arslan Ali
Account Executive
Phone:x53277
Email:arslan.ali@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
009702843-NEW	9	LENOVO	ENG NBLN TB 14S YOGA G2-IAP I5 8G 8G 256G 11	21DM0015US	$885.48	$7,969.32
		Lenovo	Add this warranty to Mfg # 21DM0015US for $274.99 Lenovo Premier Support - extended service agreement - 3 years - on-site	5WS1L39180		
		Lenovo	Add this warranty to Mfg # 21DM0015US for $164.99 Lenovo Onsite + Keep Your Drive + Premier Support - extended service agreement - 3 years - on-site	5PS0N73153		
		Lenovo	Add this warranty to Mfg # 21DM0015US for $222.99 Lenovo Onsite + Accidental Damage Protection + Keep Your Drive + Premier Support - extended service agreement - 3 years - on-site	5PS0N73156		

ASK US ABOUT
Installation Services
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Sub-Total:	**$7,969.32**
Estimated Sales Tax:	$0.00
FedEx Ground:	$96.41
Grand Total:	**$8,065.73**

Visit us on the web: **http://www.zones.com**

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE ! CONTACT LEASING@ZONES.COM FOR MORE INFORMATION !

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663

BBB Member

CERTIFIED as an NMSDC MINORITY BUSINESS ENTERPRISE by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT (**"AGREEMENT"**) IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE (**"TERMS AND CONDITIONS"**), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

SIGN Designs
RISING HIGHER
1720 W. 7th St. · Joplin, MO 64801
417-624-8688 | www.sign-designs.com

PROPOSAL

Proposal #: 23020

Proposal Date: 03/23/23
Customer #: 30397
Page: 1 of 3

SOLD TO:	JOB LOCATION:
ECONOMIC SECURITY CORP 302 JOPLIN ST. P.O. BOX 207 JOPLIN MO 64801	ECONOMIC SECURITY CORP 302 Joplin St. P.O. BOX 207 JOPLIN MO 64801 REQUESTED BY: ISA GREENWOOD

SIGN DESIGNS (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #19096 DESIGN, MANUFACTURE AND INSTALL VEHICLE WRAP TO BOTH SIDES, FRONT AND BACK OF (1) SHORT LENGTH MINI SCHOOL BUS. USE SIMILAR DESIGN ELEMENTS AND COLORS AS PREVIOUS SIGNS. **ESTIMATE ONLY, MORE DETAILS MIGHT NEED TO BE GATHERED FOR FINAL PROOF.	$6,175.00	$6,175.00

SUB TOTAL: **$6,175.00**

ESTIMATED SALES TAXES: **$127.39**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: **$6,302.39**

TERMS: 60.0% DOWN, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, SIGN DESIGNS MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

SIGN Designs
RISING HIGHER
1720 W. 7th St. · Joplin, MO 64801
417-624-8688 | www.sign-designs.com

PROPOSAL

Proposal #: 23020

Proposal Date: 03/23/23
Customer #: 30397

2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANYSUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. SIGN DESIGNS SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY INOBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALESWITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THEPOINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 5 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

COMPANY INITIALS _____ CUSTOMER INITIALS _____

SIGN Designs
RISING HIGHER
1720 W. 7th St. · Joplin, MO 64801
417-624-8688 | www.sign-designs.com

DEPOSIT INVOICE

Invoice #: DP23020

Inv Date: 03/23/23
Customer #: 30397

SOLD TO:	JOB LOCATION:
ECONOMIC SECURITY CORP 302 JOPLIN ST. P.O. BOX 207 JOPLIN MO 64801	ECONOMIC SECURITY CORP 302 Joplin St. P.O. BOX 207 JOPLIN MO 64801 REQUESTED BY: ISA GREENWOOD

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
ISA GREENWOOD		Craig Hardy	03/22/23	60.0% Due Upon Receipt	05/15/23

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #19096 DESIGN, MANUFACTURE AND INSTALL VEHICLE WRAP TO BOTH SIDES, FRONT AND BACK OF (1) SHORT LENGTH MINI SCHOOL BUS. USE SIMILAR DESIGN ELEMENTS AND COLORS AS PREVIOUS SIGNS. **ESTIMATE ONLY, MORE DETAILS MIGHT NEED TO BE GATHERED FOR FINAL PROOF.	$6,175.00	$6,175.00
		SUB TOTAL	$6,175.00
	ESTIMATED SALES TAXES		$127.39
	TOTAL PROPOSAL AMOUNT ***** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION *****		$6,302.39

PLEASE PAY THIS DEPOSIT AMOUNT:	**$3,781.43**

All Seasons
3801 E 7th St Joplin, MO 64801
orders@allseasonssigns.com
417-782-0714

showmeprinting.com

Quote 30340

Mini Bus Wrap

SALES REP INFO
Curt Medlin
curt@allseasonssigns.com
417-438-9713

QUOTE DATE
03/27/2023

QUOTE EXPIRY DATE
04/26/2023

TERMS
Net 30

ORDERED BY
Economic Security Corp.of S.W.Area
302 S. Joplin Street
Joplin, MO 64801

CONTACT INFO
Isa Greenwood
igreenwood@escswa.org
+1 417-627-2013

About this Quote:

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Vehicle Wrap** Area of Wrap: 668 Sqft Vehicle Wrap (IJ180CV3) + Gloss Laminate (8518) WRAP INSTALLATION - Tough/Complex Vehicle Wrap Installation Included *Vehicle Year:* 2006 *Vehicle Make:* Chevy *Vehicle Model:* Mini Bus *Vehicle Options:* Bus *Panels to Wrap:* 6 *Vehicle Condition:* Rough	1	Each	$9,875.00	$9,875.00	N
2	**ASI - Labor - INSTALLATION IN HOUSE** Labor & materials required to remove old decals and prep surfaces in our facility. Install Time: 8 Hour Number of Workers: 1 ASI - Labor - INSTALL HOURS	1	Each	$520.01	$520.01	N
3	**ASI - Design - VEHICLE WRAPS** 2006 Mini Bus Full Wrap design, layout, proofing, and up to three (3) sets of revisions. Photos & illustrations are additional.	8	Hr	$79.69	$637.52	N

This is a good faith minimum estimate. Any additional charges incurred including, but not limited to, file setup, design, surveys, scans, photography, clip art, font purchases, media stripping, equipment rental, travel and or lodging (if applicable), surveys, changes, deletions, additions, delays or return trips, provided or initiated by client that cannot be estimated accurately in advance will be billed on the final bill.
Quotes are valid for 30 days. Unless noted, power to electrical signs, final hookup & applicable permits & associated costs are the responsibility of the client. Unless noted, all art file rights & ownership is retained by All Seasons Signs. All Vehicles must be washed and free of wax or protective coating prior to media install. Any vehicle needing washing or de-waxing by All Seasons Signs will be charged $50 minimum fee. All Seasons Signs will not be held liable for damage to subpar paint or finishes during installation or removal when media is installed on customer's vehicles, walls or other surfaces.
Deposits received on orders are NON-REFUNDABLE. Jobs cancelled by customer without a minimum notice of three (3) days may be subject to a $50 fee. Client agrees to pay all costs of collection in the event of default of payment, including attorney fees. In the event of a delinquent account (account is deemed delinquent 30 days past due date), clients will be charged at a rate of 0.10% interest per day.
Unless otherwise stated all materials and workmanship are warranted for one (1) year. A past due or delinquent account will void any & all warranties.

Setup:	**$0**
Shipping:	**$0**
Misc. Charges:	**$0**
Subtotal:	**$11,032.53**
Sales Tax (0%):	**$0**
Total:	**$11,032.53**

SIGNATURE: **DATE:**

Just Wrap It Signs & Designs sent you an estimate

We look forward to working with you.

Customer

Isa Greenwood

Economic Security Corporation

Show full details

Partial Bus wrap

Design Fee	$500.00
Removal *75hr* *Or* *$500 Day*	$500.00
Partial wrap *Partial Wrap bus box without cab* *Excluding Roof*	$3,816.00
Subtotal	$4,816.00
Convenience Fee (3.5%)	$168.56

Tammy Walker <twalker@escswa.org>

Fwd: You received a new estimate! (#000018)

1 message

Isa Greenwood <igreenwood@escswa.org> Mon, Mar 27, 2023 at 3:51 PM
To: Tammy Walker <twalker@escswa.org>

This is 2nd dude partial wrap bid

---------- Forwarded message ---------
From: **Just Wrap It Signs & Designs** <messenger@messaging.squareup.com>
Date: Mon, Mar 27, 2023 at 3:50 PM
Subject: You received a new estimate! (#000018)
To: <igreenwood@escswa.org>

Just Wrap It Signs & Designs

New Estimate

$4,984.56

Estimate

View Estimate

Estimate #000018 sent
March 27, 2023

Customer
Isa Greenwood
Economic Security Corporation
igreenwood@escswa.org
417-627-2013

Message

We look forward to working with you.

Design Fee	**$500.00**
Removal *75hr* *Or* *$500 Day*	**$500.00**
Partial wrap *Partial Wrap bus box without cab* *Excluding Roof*	**$3,816.00**
Subtotal	$4,816.00
Convenience Fee (3.5%)	$168.56
Total	**$4,984.56**

Just Wrap It Signs & Designs

justwrapitsignsanddesigns@gmail.com

417-825-1811

Please contact Just Wrap It Signs & Designs about its privacy practices.

--

Isa L. Greenwood
Resource Development Director
Economic Security Corporation of SW Area
Helping People. Changing Lives.

Tammy Walker <twalker@escswa.org>

Fwd: You received a new estimate! (#000017)

1 message

Isa Greenwood <igreenwood@escswa.org> Mon, Mar 27, 2023 at 3:57 PM
To: Tammy Walker <twalker@escswa.org>

Full wrap 2nd dude

---------- Forwarded message ---------
From: **Just Wrap It Signs & Designs** <messenger@messaging.squareup.com>
Date: Mon, Mar 27, 2023 at 3:50 PM
Subject: You received a new estimate! (#000017)
To: <igreenwood@escswa.org>

Just Wrap It Signs & Designs

New Estimate

$7,054.56

Estimate

View Estimate

Estimate #000017 sent
March 27, 2023

Customer
Isa Greenwood
Economic Security Corporation
igreenwood@escswa.org
417-627-2013

Message

We look forward to working with you.

Design Fee	**$500.00**
Removal *Hourly 75hr* *Or* *$500 Day Rate*	**$500.00**
Full Wrap *Full Wrap including bus Box and cab.* *Does not include Roof*	**$5,816.00**
Subtotal	$6,816.00
Convenience Fee (3.5%)	$238.56
Total	**$7,054.56**

Just Wrap It Signs & Designs

justwrapitsignsanddesigns@gmail.com

417-825-1811

Please contact Just Wrap It Signs & Designs about its privacy practices.

--

Isa L. Greenwood
Resource Development Director
Economic Security Corporation of SW Area
*Helping People. **Changing Lives.***

Book a Meeting with Me!
302 S. Joplin Avenue,
PO Box 207
Joplin, MO 64801
417.627.2013
417.781.1234 (fax)
igreenwood@escswa.org

The Promise of Community Action
Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

Just Wrap It Signs & Designs sent you an estimate

We look forward to working with you.

Customer

Isa Greenwood

Economic Security Corporation

Show full details

Bus Wrap

Design Fee	$500.00
Removal *Hourly 75hr* *Or* *$500 Day Rate*	$500.00
Full Wrap *Full Wrap including bus Box and cab.* *Does not include Roof*	$5,816.00
Subtotal	$6,816.00
Convenience Fee (3.5%)	$238.56

Total	**$7,054.56**

Just Wrap It Signs & Designs
justwrapitsignsanddesigns@gmail.com
+1 (417) 825-1811

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Square

COUNCIL BILL NO. 2023-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of the Southwest Area that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing an emergency clause.

WHEREAS, the City of Joplin and the Economic Security Corporation of the Southwest Area (Economic Security), are desirous of entering into an agreement whereby Economic Security will conduct Public Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

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

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

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

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of April, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-403 – approving a public service agreement between The City of Joplin and Crosslines Churches of the Joplin Area, Inc. to fund the Food Bank Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
April 17, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Crosslines Churches of the Joplin Area, Inc. for Cares Act Community Development Block Grant funds.

BACKGROUND;
Crosslines Ministries serves and average of 220 families each month through the Emergency Food pantry. In addition to consumables to meet the nutritional needs of the community, food bank demand for toiletries and personal care items have been in high demand since the pandemic. Crosslines has applied for funds to assist in the higher demand in services in response to Covid-19. This includes consumables as well as eligible food bank items related to hygiene.

FUNDING SOURCE
This Council Bill provides Twenty Eight Thousand Seven Hundred Ninety Seven Dollars and Sixty Three Cents ($28,797.63) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so Community Clinic may procure applied for materials necessary to provide Covid response health services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2023-403 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

CROSSLINES CHURCHES OF THE JOPLIN AREA, INC.

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Crosslines Churches of the Joplin Area, Inc. (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

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

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

I. SCOPE OF SERVICE

A. Activities

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

Program Delivery

Activity: Recipient will provide (05W HUD Matrix) Food Bank Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

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

B. National Objectives

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

FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

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

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for Food Bank clients for the performance period

D. Staffing

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

Staff Member & Title	General Program Duties
Rodney Rambo	Executive Director

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after July 1, 2023 unless otherwise approved by Grantee.

III. BUDGET

Funding ($28,797.63) will be reimbursed for items related to the operation of a food bank.

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

IV. PAYMENT

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

Twenty Eight Thousand Seven Hundred Ninety Seven dollars and sixty three cents $ 28,797.63

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

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

V. NOTICES

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

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

Grantee	Recipient
Name: Troy Bolander	Name: Rodney Rambo
Title: Director of Planning, Development And Neighborhood Services	Title: Executive Director
Grantee: City of Joplin	Recipient: Crosslines Ministries of Joplin
602 S. Main Street	320 S. School Avenue
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 624-5500
Fax: 1-417-625-4738	Fax: 417-7825-8228

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

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

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

5. Section 504

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

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

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

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2023

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

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Crosslines Ministries of Joplin

_____

Rodney Rambo
Executive Director

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is __Rodney Rambo__ (Name) and I am the __Executive Director__ (Title) of the ___Crosslines Ministries of Joplin__ (Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote work as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: Crosslines Ministries - Joplin

Mailing Address: 320 S School Ave

Neame of Executive: Rodney Rambo Title: Executive Director

Dates of Organization's Fiscal Year: July-June

Application Preparer

Name: Marci Taborosi Title: Care Coordinator Phone: 913-306-3899

Project Type (Services Provided)

- 05A Senior Services
- 05B Handicapped Services
- 05C Legal Services
- 05D Youth Services
- 05E Transportation Services
- 05F Substance Abuse Services
- 05G Battered and Abused Spouses
- 05H Employment Training
- 05M Health Services
- 05N Abused and Neglected Children
- 03T Homeless/Aids Patients Programs
- 05X Housing Information and Referral Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

- SBA Payment Protection Program (PPP) Amount Received: _____
  What was the specific use of the funds received: _____
- SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
  What was the specific use of the funds received: _____
- SBA Express Bridge Loan Amount Received: _____
  What was the specific use of the funds received: _____
- SBA Debt Relief Program Amount Received: _____
  What was the specific use of the funds received: _____
- Other Federal Program Assistance Name of Program: _____
  Amount Received: _____
  What was the specific use of the funds received: _____

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.

In March of 1982, Crosslines Churches of the Joplin Area began with the mission of "Concerned volunteers working together across denominational lines to meet human needs in the name of Jesus." We started with the support of 10 churches desiring to eliminate the duplication of services while providing a centralized location to operate a food pantry and clothing bank.

As the community need for services grew, so did Crosslines Ministries. Today, we have more than 60 supporting churches, over 200 volunteers, and 9 part-time staff members. We just celebrated 35 years of service to the Joplin, Carl Junction and Webb City communities. We are looking forward to many more years of "Serving God's people in need through church and community partnerships."

Food Pantry - Crosslines serves an average of 220 families each month through the Emergency Food Pantry. The Pantry provides a wide variety of foods in order to help fulfill client nutritional needs and keep families strong. The pantry is stocked with items purchased from Ozark's Food Harvest, donated items, and produce from the Crosslines garden and greenhouse. It is an empowering service for families in crisis.

USDA Food - Crosslines Ministries is the only distributor of USDA Foods in the western side of Jasper County, serving about 750 families every month. You can pick commodities up the 1st Monday of the month or any Wednesday of the month, but we ask you to please pickup during your scheduled week.

Clothing and Housewares- Our Clothings and Houseware donation area is open on our Non-USDA Food Days. Clients can come and get clothing for anyone who is listed as living in their home. Additionally, we have an assortment of houseware items that are available upon request.

2. Describe the public service selected on the project type selected on the previous page.

05W – Food Banks

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.

Elderly persons - Disabled adults - Homeless persons

4. How will the grant funds be used to improve services.

- This funding will be able to fund a new service we have been wanting to provide for 2 years. We see a big need for hygiene items for kids, especially households who have multiple children in there home. We would use some of the funding to fund the project of "Kid friendly hygiene kits". Which would include, body wash, shampoo and conditioner, brush/comb, toothbrushes, toothpaste, and flossers. One of services that we would use the improvement of the funding would be for our baby items. We currently provide baby items to clients every once a month (every 30 days). We provide based on inventory: Diapers, wipes, pull ups, formula, soft baby food, body wash, shampoo and conditioner. We currently only are able to give out what we receive from donations. We have been low on all of these

items for months.

- A service we offer on pantry days is household cleaners. We provide items like laundry soap, dish soap, multi- surface cleaner, toilet paper. We have seen the need from our clients of cleaning supplies. With some of the funding we would like to improve our services of household cleaning supplies of have our shelves full of laundry soap and dish soap. These two items are the biggest ask items that are clients need. Sadly, right now we have been out of both of these items for several months. We only get these items in if they are donated. Which happens rarely and only a few of these items come in.
  Our last services that we would like to improve on with the funding, is our gluten free food items. Currently we are trying to best help our clients who have a dietary need. Again, when we receive a donation of gluten free items, that is the only time we have items on the shelf to give out. Because we have a low of an inventory of items. We are only able to give out one or two gluten free items. With this funding we would be able to stock our shelves and have inventory for gluten free items like, pasta, crackers, baking mixes, breakfast bars, and flours.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic.

Since Covid-19 happened, we have see a rise in numbers of clients. We have seen a rise in the different needs clients have. Food, hygiene items, cleaners and more. The cost of these items have sky-rocketed, which means many of our clients could not afford, many of them still can't.

The pandemic came and is still around. Our clients are still facing income and food insecurity. The majority of our clients at Crosslines are low-income or no income. This means that when prices of items like, household cleaners, food, baby items, and hygiene items. Our clients had to choose where there money was going to go. Many households came to Crosslines sharing that they need these items (ie: laundry soap, dish soap, baby wipes, diapers, formula) because the cost of the items at stores were to high and they had no money to spend. Many families came in asking for hygiene products for their kids because they didn't have enough money to buy any, sadly we don't have any kid hygiene items to give to families when they ask for them.

Statices from INTERNATIONAL FOOD POLICY RESEARCH INSTITUTE (IFPRI), states that Rising food prices during 2021 caused concern worldwide. In January 2021, international prices for major food items climbed to a level near the heights of the global food price crises of 2007–2008 and 2010–2011, according to the FAO Food Price Index. International prices declined in the first months of the pandemic, following the initial lockdown measures that were imposed to contain the pandemic, but by October 2021, prices in international markets had risen by about 30 percent over March 2020 levels. In many countries, consumer prices for food also surged, generating fear that this could lead to rising food insecurity.[1]

The cost of items are still high and the extra help from SNAP/Food Stamps are ending. Which means the affects of the pandemic are still going to linger around with many households, including are clients who are already have little to no income. This grant will help fund our services with supplies that will help us be able to serve our clients the best way possible with being able to help offset some of the financial burdens of providing hostile cleaning items, baby items, and kid hygiene kits.

File attached for statistics

6. Provide the most recent financial statement for your corporation.
   Files attached

7. Provide itemizations of requested procured equipment and supplies.
   Files attached

8. Provide three (3) written quotations for any items greater than $1,000.00 and the identify the selected vendor's quotation.

   Amazon - $28,797.63

Footnotes:

[1] https://ebrary.ifpri.org/utils/getfile/collection/p15738coll2/id/134993/filename/135215.pdf

[2] https://www.nytimes.com/2023/02/28/us/politics/food-stamps-benefits-decrease.html

Public Service Grant Application

Statement of Assurances

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

The applicant hereby assures and certifies that:
(a) It possesses legal authority to apply for the grant, and execute the proposed program.
(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a

particular urgency as specifically explained in the application.
(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.
It will comply with:
(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;
(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, 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 provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.
(i) Titles I through V of the Americans with Disabilities Act of 1990;
(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and
(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.
(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the grant.
(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.
(o) It will comply with:
(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetland;
(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);
(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;
(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;
(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);
(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);
(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);
(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;
(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;
(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;
(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);
(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

Marcelene Taborosi

Date: 03/28/2023

Printed Name

Marcelene Taborosi



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ECOS® Hypoallergenic Laundry Detergent, Free & Clear, 100 Loads, 50oz (Pack of 2)

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Scent: Free & Clear
Size: 50 Fl Oz (Pack of 2)

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Seventh Generation Concentrated Laundry Detergent Liquid Free & Clear Fragrance Free 40 Fl Oz (Pack of 2)

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Scent: Free & Clear

Qty: 1 | Delete | Save for later | Compare with similar items | Share

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Downy Ultra Plus Free & Gentle Laundry Fabric Softener Liquid, Concentrated, Two 51 Oz Bottles, 152 Loads Total

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24,269
$12.24
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12,290
$37.99
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Cascade Platinum Pl…
1,306
$19.24
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Tide PODS Liquid Laundry Detergent Soap Pacs, 4-in-1 Ultra Oxi, HE Compatible, 3 Bag Value Pack, 75 Count

In Stock

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Style: PODs Tub Refill, 75 count (25 count, 3 pack)

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Dawn Platinum Powerwash Dish Spray, Dish Soap Cleaning Spray, Apple Scent Refill, 16oz (Pack of 6) (Pac…

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Scent: Apple

Size: 16 Fl Oz (Pack of 6)

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Gain Flings Laundry Detergent Soap Pacs, HE Compatible, Long Lasting Scent, Blissful Breeze Scent, 3 Bag Value P…

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Seventh Generation Laundry Detergent Packs Laundry Soap Free & Clear Washing Detergent 45 Count, Pack of 2

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GAIN Flings! Liquid Laundry Detergent Pacs, Original, 16 Count (Pack of 6)

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All Mighty Pacs with stainlifters free clear Laundry Detergent, Free Clear for Sensitive Skin, 66 Count - (Pac…

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Tide Pods Free & Gentle, Liquid Laundry Detergent Pacs, 16 Count (Pack of 6)

In Stock

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Scent: Fragrance free

Size: 6 Count (Pack of 16)

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Dawn Dish Soap, Antibacterial Hand Soap, Dishwashing Liquid, Apple Blossom Scent,19.4 Oz, Pack Of 4 + 2 Spo…

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Style: Apple Blossom Dish Soap, 19.4 Fl Oz (Pack of 4)

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Seventh Generation Dish Soap

In Stock

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Scent: Clementine Zest & Lemongrass

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Seventh Generation Power+ Dishwasher Detergent Packs for Sparkling Dishes Fresh Citrus Scent Dishwasher Tabs…

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Seventh Generation Dishwasher Detergent Packs for

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Sparkling Dishes Free & Clear Dishwasher Tabs 45 Coun…

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Size: 45 Count (Pack of 2)

Style: Dish Packs Free & Clear

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Seventh Generation Dish Soap Liquid, Fragrance Free, 19 oz, Pack of 6

$17.94

In Stock

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Scent: Fragrance Free

Qty: 4 | Delete | Save for later | Compare with similar items | Share

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Palmolive Ultra Dishwashing Liquid Dish Soap, Oxy Power Degreaser - 32.5 Fl Oz (Pack of 4)

$15.84

In Stock

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Style: Oxy Power Degreaser

Size: 32.5 Fl Oz (4 Pack)

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Gain Powerblast Dish Spray, Dish Soap, Original Scent Bundle, 1 Spray (16oz) + 3 Refills (16oz each)

$13.88

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Amazon Basics Dish Soap, Fresh Scent, 30 fl oz, Pack of 4

$11.98

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Qty: 3 | Delete | Save for later | Compare with similar items | Share

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Gain Flings 3-in-1 Laundry Detergent Soap Pacs, Super Fresh Blast Scent, 3 Bag Value Pack, HE Compatible, 11…

$31.52

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Scent: Super Fresh Blast Scent

Size: 37 Count (Pack of 3)

Qty: 5 | Delete | Save for later | Compare with similar items | Share

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Tide Pods Laundry Detergent Soap Pods, Original, 3 Bag Value Pack, HE Compatible, 37 Count (Pack of 3)

$37.74

In Stock

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Scent: Original

Size: 37 Count (Pack of 3)

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Arm & Hammer 4-in-1 Laundry Detergent Power Paks, Fresh, 58 Count (Pack of 4)

$47.92

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Size: 232 Count

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Automatic Dishwasher Powder, Fresh Scent, 75 oz Box , 7/ Carton

$89.19

In Stock

Shipped from: Cleaning Solutions

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Dawn Ultra Dishwashing Liquid Dish Soap (4x19.4 Fl oz) + Non-Scratch Sponge (2 Count), Original Scent

$17.44

In Stock

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Scent: original

Size: 6 Piece Set

10 | Delete | Save for later | Compare with similar items | Share

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Tide Free & Gentle Laundry Detergent Liquid Soap, 93

$19.99

Loads (New Concentrated), 45 Fl Oz (Pack of 3)

In Stock

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Arm Hammer Plus Oxiclean Super Concentrated, 60 Loads Liquid Laundry Detergent 2 x 15.27 Fl oz Oz

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In Stock

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Gain Laundry Detergent Liquid Soap Plus Aroma Boost, Original Scent, He Compatible, 90 Loads Total, 65 Fl Oz…

$14.68

In Stock

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Scent: Original

Size: 65 Fl Oz (Pack of 2)

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Subtotal (171 items): **$5,161.54**

Important messages about items in your Cart:

The item Johnson's Baby Body Soap Bar, Gentle for Baby Bath and Skin Care, Hypoallergenic and Dermatologist Tested, Paraben Free, Phthalate-Free, Dye-Free, 3 oz (Pack of 6) from this seller has a limit of 4 per customer. We have updated your quantity of Johnson's Baby Body Soap Bar, Gentle for Baby Bath and Skin Care, Hypoallergenic and Dermatologist Tested, Paraben Free, Phthalate-Free, Dye-Free, 3 oz (Pack of 6) to 4.



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Pull-Ups Girls' Potty Training Pants, 4T-5T (38-50 lbs), 74 Count

In Stock
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Style: 4t-5t (74 Count)

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Gerber Baby Cereal Organic Oatmeal Millet Quinoa, 8 oz

by Gerber
In Stock
prime
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Flavor Name: Oatmeal Millet Quinoa
Size: 8 Ounce (Pack of 1)

20 | Delete | Save for later | Compare with similar items | Share

$12.86
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Gerber Lil' Bits Oatmeal Banana Strawberry Baby Cereal, 8 Ounces (Pack of 6)

$23.64
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Subtotal (275 items): **$16,845.51**
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Arkwright Fleece Thro…
4.5 29
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prime
Purchased Jun 2022
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Baby Dove Tip to Toe Baby Body Wash For Baby's Sensitive Skin Sensitive Moisture Washes Away Bacteria,…

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Style: Sensitive Moisture

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Babyganics Baby Shampoo + Body Wash Pump Bottle, Fragrance Free, Non-Allergenic and Tear-Free, 16 Fl Oz (…

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Style: Fragrance Free

Product Packaging: Standard Packaging

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Johnson's Head-To-Toe Gentle Baby Body Wash & Shampoo, Tear-Free, Sulfate-Free & Hypoallergenic Bat…

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Baby Magic Gentle Hair Body Wash 16.5oz Pack of Calendula Oil Coconut Oil, Yellow, Soft Powder Scent, 6…

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$45.13

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Johnson's Baby Body Soap Bar, Gentle for Baby Bath and Skin Care, Hypoallergenic and Dermatologist Tested, Pa…

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Enfamil NeuroPro Baby Formula, Triple Prebiotic Immune Blend with 2'FL HMO & Expert Recommended Omega-3…

$350.54

Only 5 left in stock - order soon.
Shipped from: Instock Distributing
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Qty: 4 | Delete | Save for later | Compare with similar items | Share

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Enfamil Infant Formula, Milk-based Baby Formula with Iron, Omega-3 DHA & Choline, Powder Can, 12.5 Oz (Ca…

$173.09

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Similac Advance Infant Formula with Iron, Baby Formula Powder, 12.4-oz Tub (Pack of 6)

$105.96

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Size: 12.4 Ounce (Pack of 6)

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Enfamil Nutramigen Infant Formula, Hypoallergenic and Lactose Free Formula, Fast Relief from Severe Crying an…

$227.04

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Pay in 5 monthly payments of $45.41 per item

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Similac 360 Total Care Infant Formula, with 5 HMO Prebiotics, Our Closest Formula to Breast Milk, Non-GM…

$269.28

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Pure Bliss by Similac Infant Formula, Gentle, Easy to Digest, Non-GMO, Powder, 24.7-oz Can, Pack of 6

$178.50

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In Stock

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Happy Baby Organics Infant Formula, Milk Based Powder Sensitive Stage 1, 21 Ounce (Pack of 4) packaging may…

$119.96

In Stock

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Happy Baby Organic Infant Formula with Iron Milk Based Powder Stage 2 for Babies 6-12 Months, No Corn Syrup…

$123.96

by Happy Baby

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Enfamil Enspire Infant Formula 20.5 Oz(Pack of 4)

$175.96

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Similac 360 Total Care Sensitive Infant Formula, with 5 HMO Prebiotics, for Fussiness & Gas Due to Lactose Sen…

$269.94

In Stock

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Pay in 5 monthly payments of $53.99 per item

Size: 30.2oz (Pack of 6)

Qty: 4 | Delete | Save for later | Compare with similar items | Share



Similac Pro-Total Comfort Infant Formula with Iron, Gentle, Easy-to-Digest Formula, with 2'-FL HMO for Im…

In Stock

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Qty: 4 | Delete | Save for later | Compare with similar items | Share

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Beech-Nut Baby Food Pouches Variety Pack, Veggie Purees, 3.5 oz (18 Pack)

by Beech-Nut

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Flavor Name: Veggie Blends Variety Pack

Qty: 5 | Delete | Save for later | Compare with similar items | Share

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Beech-Nut Baby Food Pouches Variety Pack, Fruities & Veggies, 3.5 oz (18 Pack)

by Beech-Nut

In Stock

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Flavor Name: Fruit & Veggie Variety Pack

Qty: 5 | Delete | Save for later | Compare with similar items | Share

$18.48

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Beech-Nut Baby Food Pouches Variety Pack, Fruit Purees, 3.5 oz (18 Pack)

by Beech-Nut

In Stock

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Flavor Name: Fruit Variety Pack

Qty: 5 | Delete | Save for later | Compare with similar items | Share

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Beech-Nut Baby Food Pouches Variety Pack, Farmer's Favorites Fruit & Veggie Purees, 3.5 oz (18 Pack)

by Beech-Nut

In Stock

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Flavor Name: Farmer's Favorites Variety Pack

Qty: 5 | Delete | Save for later | Compare with similar items | Share

$25.43

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Gerber Baby Cereal 1st Foods, Rice, 16 Ounce (Pack of 6)

$60.27

by Gerber

Only 9 left in stock - order soon.

Shipped from: Whole Premium Store

Gift options not available. Learn more

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Gerber 2nd Foods 12 Total 2.5 Ounce Jars of Each Flavor (3 Turkey & Turkey Gravy, 3 Ham and Ham Gravy, 3 Chic…

$44.99

In Stock

Shipped from: Focus On Demand

Gift options not available. Learn more

Qty: 8 | Delete | Save for later | Compare with similar items | Share

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Beech-Nut Baby Cereal, Oatmeal Cereal Stage 1 for Infants, 8 oz Canister (6 Pack)

$17.10

Save 5% now with Subscribe & Save ›

by Beech-Nut

In Stock

prime

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Gerber Baby Food Pouches, Toddler 12+ Months, Assorted Fruit Variety Pack, 3.5 Ounce (Set of 18)

$25.47

by Gerber

In Stock

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Baby Wipes, Pampers Sensitive Water Based Baby Diaper Wipes, Hypoallergenic and Unscented, 8 Pop-Top Packs…

$30.49

Save 5% now with Subscribe & Save ›

#1 Best Seller in Baby

In Stock

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Style: 12x (8x Pop-Top Packs + 4x Refill Packs)

Qty: 8 | Delete | Save for later | Compare with similar items | Share

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Pampers Aqua Pure Sensitive Baby Wipes 10X Pop-Top 560 Count

$28.67



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Baby Wipes, Pampers Baby Fresh Scented Baby Diaper Wipes 10X Pop-Top Packs, 800 Total Wipes (Packaging…

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Style: Complete Clean
Size: 800 Count (Pack of 1)

Qty: 4 | Delete | Save for later | Compare with similar items | Share



Baby Wipes, Unscented, Huggies Simply Clean Fragrance-Free Baby Diaper Wipes, 11 Flip Lid Packs (704 Wipes T…

$17.13
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Gift options not available. Learn more

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Baby Wipes, Huggies Natural Care Sensitive Baby Diaper Wipes, Unscented, Hypoallergenic, 12 Flip-Top Packs (7…

$22.86
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Style: 12 Flip-Lid Packs

Qty: 5 | Delete | Save for later | Compare with similar items | Share



Pull-Ups Boys' Potty Training Pants, 4T-5T (38-50 lbs), 74 Count (Packaging May Vary)

$36.07
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Style: 4T-5T (74 Count)

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Diapers Size 4, 144 Count - Pampers Pull On Cruisers 360° Fit Disposable Baby Diapers with Stretchy Waistband, (P…

$53.03
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Size: Size 4 (144 Count)

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Huggies Snug & Dry Baby Diapers, Size 4, 180 Ct, One Month Supply

$50.99

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Size: Size 4 (180 Count)

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Luvs Pro Level Leak Protection Diapers Size 4 198 Count Economy Pack, Packaging May Vary

$39.68

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In Stock

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Style: Size 4 (198 Count)

Qty: 4 | Delete | Save for later | Compare with similar items | Share

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Diapers Size 5, 132 Count - Pampers Swaddlers Disposable Baby Diapers (Packaging & Prints May Vary)

$57.04

Save 5% now with Subscribe & Save ›

#1 Best Seller in Disposable Diapers

In Stock

prime

This is a gift Learn more

Style: ONE Month Supply (Size 5)

Size: Size 5 (132 Count)

Qty: 5 | Delete | Save for later | Compare with similar items | Share

---



Luvs Pro Level Leak Protection Diapers Size 5 172 Count Economy Pack, Packaging May Vary

$39.97

Save 5% now with Subscribe & Save ›

In Stock

prime & FREE Returns

This is a gift Learn more

Style: Size 5 (172 Count)

Qty: 4 | Delete | Save for later | Compare with similar items | Share

---



Huggies Little Movers Baby Diapers Size 5 (27+ lbs), 60 Count (Pack of 2)

$52.98

Save 5% now with Subscribe & Save ›

In Stock

prime

Gift options not available. Learn more

Size: Size 5 (120 Count)

Qty: 5 | Delete | Save for later | Compare with similar items | Share



Huggies Little Movers Baby Diapers Size 4,70 Count (Pack of 2)

In Stock

prime

Gift options not available. Learn more

Size: Size 4 (140 Count)

Qty: 5 | Delete | Save for later | Compare with similar items | Share

$52.99

Save 5% now with Subscribe & Save ›



Diapers Size 6, 108 Count - Pampers Swaddlers Disposable Baby Diapers (Packaging & Prints May Vary)

#1 Best Seller in Disposable Diapers

In Stock

prime

This is a gift Learn more

Style: ONE Month Supply (Size 6)

Size: Size 6 (108 Count)

10 | Delete | Save for later | Compare with similar items | Share

$60.96

Save 5% now with Subscribe & Save ›



Luvs Pro Level Leak Protection Diapers Size 6 144 Count Economy Pack, Packaging May Vary

In Stock

prime & FREE Returns

This is a gift Learn more

Style: Size 6 (144 Count)

Qty: 4 | Delete | Save for later | Compare with similar items | Share

$39.97

Save 5% now with Subscribe & Save ›



Baby Diapers Size 6 (96 Count) (35+ lbs), Huggies Little Movers, 48 Count (Pack of 2)

In Stock

prime

Gift options not available. Learn more

Size: Size 6 (96 Count)

10 | Delete | Save for later | Compare with similar items | Share

$52.99

Save 5% now with Subscribe & Save ›



Pampers Easy Ups Training Underwear Girls, 3T-4T Size 5 Diapers, 124 Count (Packaging & Prints May Vary)

#1 Best Seller in Toilet Training Pants

In Stock

prime

This is a gift Learn more

Style: 1 Month Supply

$45.89

Save 5% now with Subscribe & Save ›

Pattern Name: 3T-4T (Size 5)

Qty: 8 | Delete | Save for later | Compare with similar items | Share



Pampers Easy Ups Training Underwear Boys, 3T-4T Size 5 Diapers, 124 Count (Packaging & Prints May Vary)

In Stock

prime & FREE Returns

This is a gift Learn more

Qty: 8 | Delete | Save for later | Compare with similar items | Share

$45.82

Save 5% now with Subscribe & Save ›

Subtotal (275 items): **$16,845.51**

marci, pay ~~$2,315.96~~ $2,215.96 for this order. Get **a $100 Amazon Gift Card** upon approval for the Amazon Prime Rewards Visa Card. Learn more

Shopping Cart

Deselect all items

[redacted]



[redacted]

prime & FREE Returns

This is a gift Learn more

Scent: Lavender

Size: 4 Count (Pack of 1)

Qty: 7 | Delete | Save for later | Compare with similar items | Share

[redacted]



Dial Kids 3-in-1 Body + Hair + Bubble Bath, Peach, 24 fl oz (Pack of 4)

In Stock

prime & FREE Returns

This is a gift Learn more

Scent: Peach

Size: 24 Fl Oz (Pack of 4)

Qty: 7 | Delete | Save for later | Compare with similar items | Share

[redacted]

[redacted]



[redacted]

$94.99

Purchased Mar 2023

Add to Cart



Under Cabinet Lights...

560

$25.46

prime

Purchased Jun 2022

Add to Cart



Howemon White...

4,326

$13.99



Suave Kids 3-in-1 Shampoo Conditioner Body Wash Purely Fun 4 Count Makes Bath Time Quick and Easy,

In Stock

prime & FREE Returns

This is a gift Learn more

Scent: Purely Fun

Size: 28 Fl Oz (Pack of 4)

Qty: 7 | Delete | Save for later | Compare with similar items | Share

[redacted]



Suave Kids Naturals 3in1 Shampoo Conditioner Body Wash with Shea Butter 4 Pack Kids 3 in 1 Dermatologist-

In Stock

prime & FREE Returns

This is a gift Learn more

Qty: 7 | Delete | Save for later | Compare with similar items | Share

[redacted]



Shipping Boxes 12x9x3, HERKKA 20 PACK White Corrugated Cardboard Mailer Boxes, Medium Mailing Bo…

In Stock

prime & FREE Returns

This is a gift Learn more

10 | Delete | Save for later | Compare with similar items | Share

[redacted]



GUM - 70070942306514 Crayola Kids? Flossers, Grape, Fluoride Coated, Easy Grip Handle, Ages 3+, 75 Count, (…

In Stock

prime & FREE Returns

This is a gift Learn more

Size: 75 Count (Pack of 6)

Style: Flossers

34 | Delete | Save for later | Compare with similar items | Share

[redacted]



Crest Kid's Crest, Fluoride Anticavity Toothpaste, Sparkle Fun Flavor, 4.6 Ounce Tubes (Pack of 4)

In Stock

prime & FREE Returns

This is a gift Learn more

50 | Delete | Save for later | Compare with similar items | Share

[redacted]



prime

Purchased Jun 2022

Add to Cart



FRESHMINT (144 Pack) Individually Wrapped Premium Toothbrushes, Oversized Easy Grip Rubber Handle, Soft…

In Stock

prime & FREE Returns

This is a gift Learn more

Size: 144 Count (Pack of 1)

Qty: 2 | Delete | Save for later | Compare with similar items | Share



12 Pack Wet Small Hair Brush Hair Combs Set, 6 Detangler Mini Hair Brush Detangling Travel Hair Brush…

In Stock

prime & FREE Returns

This is a gift Learn more

34 | Delete | Save for later | Compare with similar items | Share

Subtotal (158 items): **$2,809.03**

marci, pay ~~$2,315.96~~ $2,215.96 for this order. Get **a $100 Amazon Gift Card** upon approval for the Amazon Prime Rewards Visa Card. Learn more

Shopping Cart

Deselect all items

Price



Botko Foods Variety Pack Grain Free Crackers 3 PACK | Gluten Free Crackers | Almond Flour, Flaxseed, & Coconut

$19.50

by BOTKO

In Stock

Shipped from: Botko Foods

Gift options not available. Learn more

Flavor Name: Variety 3 Pack

Size: 3 PACK

Qty: 8 | Delete | Save for later | Compare with similar items | Share



Nature's Bakery Original Real Fruit, Whole Grain Fig Bar- 36 ct. 6 Boxes

$47.95

Save more with Subscribe & Save ›

by Nature's Bakery

In Stock

prime

This is a gift Learn more

10 | Delete | Save for later | Compare with similar items | Share



BARILLA Gluten Free Elbows Pasta, 12 Ounce (Pack of 8) - Non-GMO Gluten Free Pasta Made with Blend of Corn &

$21.52

Save 5% now with Subscribe & Save ›

by Barilla

In Stock

prime

This is a gift Learn more

Subtotal (118 items): **$3,981.55**

This order contains a gift

Proceed to checkout

Buy again in Home & Kitchen



Arkwright Fleece Thro...

29

$94.99

Purchased Mar 2023

Add to Cart



Under Cabinet Lights...

560

$25.46

prime

Purchased Jun 2022

Add to Cart



Howemon White...

4,326

$13.99

prime

Purchased Jun 2022

Add to Cart

Style: Elbows 8 Pack

10 | Delete | Save for later | Compare with similar items | Share



BARILLA Gluten Free Rotini, Non-GMO Gluten Free Pasta Made with Blend of Corn & Rice - Vegan Pasta, 12 Ounce

by Barilla

In Stock

prime

This is a gift Learn more

Style: Rotini 8 Pack

10 | Delete | Save for later | Compare with similar items | Share

$23.92

Save 5% now with Subscribe & Save ›



BARILLA Gluten Free Oven-Ready Lasagne, 10 Ounce (Pack of 12) - Non-GMO Gluten Free Pasta Made with

by Barilla

In Stock

prime

This is a gift Learn more

Style: Oven-Ready Lasagne 12 Pack

10 | Delete | Save for later | Compare with similar items | Share

$40.68

Save 5% now with Subscribe & Save ›



BARILLA Gluten Free Spaghetti, 12 ounce, Pack of 12

by Barilla

In Stock

prime

This is a gift Learn more

Style: Spaghetti 12 Pack

10 | Delete | Save for later | Compare with similar items | Share

$35.88

Save 5% now with Subscribe & Save ›



Absolutely Gluten Free Original Flatbread, 5.29-Ounce (3-Pack)

by Absolutely

In Stock

prime

This is a gift Learn more

Flavor Name: Original

Size: 5.29 Ounce (Pack of 3)

Qty: 5 | Delete | Save for later | Compare with similar items | Share

$17.49

Save more with Subscribe & Save ›



BANZA Chickpea Mac and Cheese Variety Pack High Protein, Gluten Free Mac and Cheese, Healthy Macaroni

by BANZA

In Stock

prime

$26.52

Save 5% now with Subscribe & Save ›

This is a gift Learn more

Style: Variety Pack

10 | Delete | Save for later | Compare with similar items | Share

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Banza Chickpea Pasta, Variety Pack (2 Penne/2 Rotini/2 Shells) - Gluten Free Healthy Pasta, High Protein, Lower

by BANZA

#1 Best Seller in Penne Pasta

In Stock

prime

This is a gift Learn more

Style: (2 Penne/2 Rotini/2 Shells)

Qty: 5 | Delete | Save for later | Compare with similar items | Share

$17.16

Save 5% now with Subscribe & Save ›



Krusteaz Gluten Free Mix Variety Pack: Blueberry Muffin, Cinnamon Crumb Cake, Double Chocolate Brownie and

by Krusteaz

In Stock

prime

This is a gift Learn more

10 | Delete | Save for later | Share

$38.00



Bob's Red Mill Gluten Free Baking Mix Snack Peak Variety Gift Box – Bread, Biscuits, Pancake, Pizza Crust, Muffin and

by Snack Peak

In Stock

prime

This is a gift Learn more

10 | Delete | Save for later | Compare with similar items | Share

$44.99

Save more with Subscribe & Save ›



Annie's Deluxe Classic Cheddar Shells Gluten Free Mac and Cheese Dinner with Rice Pasta, Kids Macaroni and

by Annie's Homegrown

In Stock

prime

This is a gift Learn more

Style: Gluten Free Shells & Cheddar

10 | Delete | Save for later | Compare with similar items | Share

$59.88

Save 20%
Clip Coupon

Save 5% now with Subscribe & Save ›



Simple Mills Almond Flour Baking Mix Variety Pack (Banana Muffin & Bread, Chocolate Muffin & Cake,

by Simple Mills

In Stock

prime

$25.89

Save 5% now with Subscribe & Save ›



This is a gift Learn more

Flavor Name: Muffins Variety Pack

Size: 9 Ounce (Pack of 3)

10 | Delete | Save for later | Compare with similar items | Share

Subtotal (118 items): **$3,981.55**



COUNCIL BILL NO. 2023-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Crosslines Churches of the Joplin Area, Inc. that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing and emergency clause.

WHEREAS, the City of Joplin and the Crosslines Churches of the Joplin Area, Inc. (Crosslines Ministries), are desirous of entering into an agreement whereby Crosslines will conduct Health Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

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

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

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

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of April, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-404 – approving a public service agreement between The City of Joplin and Ozark Center to fund the Homelessness and Health Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
April 17, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Ozark Center for Cares Act Community Development Block Grant funds.

BACKGROUND;
Ozark Center is the largest behavioral healthcare provider for the community. Transportation needs for homeless and behavioral health programs have only increased and current agency provided transportation is insufficient to reduce exposure to Covid-19. Ozark Center has applied for funds to adapt services in response to Covid-19 by adding to limited transportation resources to stop the spread of infection. This will allow transportation to be dedicated to actively infected clients and less occupied vehicles to prevent Covid related illness.

FUNDING SOURCE
This Council Bill provides Eighty Thousand Four Hundred Eleven Dollars and Zero Nine Cents ($80,411.00) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so Ozark Center may procure applied for vehicles necessary to provide Covid response homelessness and health services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2023-404 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

OZARK CENTER

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Ozark Center (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

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

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

I. SCOPE OF SERVICE

A. Activities

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

Program Delivery

Activity: Recipient will provide (05Z HUD Matrix) Other/Homelessness Services and (05M HUD Matrix Code) Health Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

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

B. National Objectives

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

FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

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

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for Homelessness services beneficiaries for the performance period
- Collect aggregated data for Health services beneficiaries for the performance period

D. Staffing

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

Staff Member & Title	General Program Duties
Vicky Mieseler	Chief Administrative Officer

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after July 1, 2023 unless otherwise approved by Grantee.

III. BUDGET

Funding ($80,411.00) will be reimbursed for items related to the operation of Health and Homelessness Services.

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

IV. PAYMENT

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

Eighty Thousand Four Hundred Eleven dollars and zero cents $80,411.00

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

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

V. NOTICES

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

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

Grantee	Recipient
Name: Troy Bolander	Name: Vicky Mieseler
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Administrative Officer
Grantee: City of Joplin	Recipient: Ozark Center
602 S. Main Street	1105 E. 32nd Street, Ste 2, PO Box 2526
Joplin, Missouri 64801	Joplin, Missouri 64803
Phone: (417) 624-0820	Phone: 417-347-7600
Fax: 1-417-625-4738	Fax: N/A

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

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

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

5. Section 504

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

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

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

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2023

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

City of Joplin, Missouri
A Municipal Corporation

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

ATTEST:

_____
Thomas Walters
Planner

Ozark Center

_____
Vicky Mieseler
Chief Administrative Officer

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is __ Vicky Meiseler __(Name) and I am the _Chief Administrative Officer__(Title) of the ___Ozark Center__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

05M – Health Services

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

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

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons	Non-LMI Families	Total Non-LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)			

	# Individuals	# Hispanci Ind.
1. Total number of surveys Distributed		
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application
CARES Community Development Block Grant
(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote access/delivery as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: Ozark Center

Mailing Address: 1105 E. 32nd Street, Joplin, MO 64804

Name of Executive: Vicky Mieseler Title: CAO

Dates of Organization's Fiscal Year: April 1 to March 31

Application Preparer

Name: Andrew Reynolds Title: Director of Facilities and Properties Phone: (417) 347-7861

Project Type (Services Provided)

☐ 05A Senior Services ☐ 05B Handicapped Services ☐ 05C Legal Services ☐ 05D Youth Services
☐ 05E Transportation Services ☐ 05F Substance Abuse Services ☐ 05G Battered and Abused Spouses
☐ 05H Employment Training ■ 05M Health Services ☐ 05N Abused and Neglected Children
☐ 03T Homeless/Aids Patients Programs ☐ 05X Housing Information and Referral Services
☐ 05G Domestic Violence Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

- ☐ SBA Payment Protection Program (PPP) Amount Received: _____
  What was the specific use of the funds received: _____

- ☐ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
  What was the specific use of the funds received: _____

- ☐ SBA Express Bridge Loan Amount Received: _____
  What was the specific use of the funds received: _____

- ☐ SBA Debt Relief Program Amount Received: _____
  What was the specific use of the funds received: _____

- ☒ Other Federal Program Assistance Name of Program: HHS Provider Relief Funds
  Amount Received: $1,089,384.43
  What was the specific use of the funds received:
  - Expand Telehealth capacity, including pay for subscription to Doxy.Me/Zoom, purchasing additional monitors, and purchasing headsets.
  - Operate a vaccination clinic, including paying for a program coordinator, nursing staff, supplies, and equipment including special refrigerators to store vaccines.
  - Purchase PPE, including masks, cleaning supplies, thermometers, etc.
  - Retain employees though pay increases, bonuses, and shift coverage incentives.

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.
   Ozark Center is the area's largest and most comprehensive behavioral healthcare provider. Our staff provides effective, caring and confidential services for adults, families and children, including: individual, group and family counseling and therapy, Psychiatric services/medication management, Residential Care, 24-hour crisis services, and In-home support. Ozark also provides housing options for individuals diagnosed with a mental illness that require additional supportive services. It is our goal to assist people of all ages who are dealing with mental illness, addiction, trauma and/or abuse to develop the skills essential for living a life with dignity and purpose. Since opening, we have continued to expand services and programs in the communities we serve through innovation, pursuit of grants, fundraising activities. Ozark Center serves over 15,000 individuals per year and provides services regardless of ability to pay. Over 65% of the individuals we serve have Medicaid, are underinsured or uninsured.

2. Describe the public service selected on the project type selected on the previous page.
   Ozark Center provides transportation services (Project Type: 05E Transportation Services) to individuals in our residential, housing units, and day treatment programs who do not have other means of transportation available to get to their medical and/or behavioral health appointments. Ensuring access to care and treatment in a timely manner is vital to maintaining their physical and mental health. Most of the individual would not be able to attend their appointments without these vital transportation services being available. Ozark Center offers these transportation services free of charge to consumers in these intensive programs.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided. (Alternatively, the program must require income documentation for eligibility.)
   The transportation services provided by Ozark Center benefit children and adults who are in the low to moderate income level. Most of the individuals served in the transportation program qualify for Missouri Medicaid or are unemployed.
   Transportation services are available to clients of the following:
   a. Pre-Adult Transitional Housing (PATH) provides housing and treatment services to youth age 17-25 who have aged out of the foster system or otherwise find themselves homeless and also have been diagnosed with a mental illness. PATH provides services to help build the skills needed to manage their mental health illness, gain employment, and/ or continue their education.
   b. HUD Housing Apartments that offer a bridge between group homes and independent living that allow occupants to move toward self-care by attending day treatment and outpatient treatment services.
   c. Residential Care Facility for adults with persistent of chronic mental illness, offers 24/7 direct care.

d. Turnaround Ranch that provides 24-hour care for youths experiencing emotional and behavioral problems such as trauma, depression, substance abuse, and family problems.
e. Variety of mental health programs such as, but not limited to adult community services, substance use services, and services for veterans.
f. Mental Health Court is a 12-18 month program to help individuals manage their mental health illness; thereby providing them with the skills need to achieve a productive, criminal-free life. Many homeless people end up breaking the law and serving time in jail because of an undiagnosed and untreated mental illness. Over 9,000 people are incarcerated annually in Joplin and approximately 40% have mental health issues. The goal is to reduce homeless population and improve public safety by providing care to those with mental illness.

4. How will the grant funds be used to improve services.
The grant funds will be used to purchase an additional passenger vehicle. This will allow our vehicle fleet to provide safe, reliable transportation services to individuals in need of physical and behavioral health services. Several of our vehicles are showing their age and/or need expensive repairs. The addition of a new vehicle would allow us to put the new vehicles into the rotation and allow us to use the existing vehicles in place as backups for times our other vehicles are in the repair shop, obtaining preventive maintenance, or otherwise not in operation. Having a few backup vehicles will ensure transportation is always available to those in need of this service. Ozark Center provides transportation services to more than 60 individuals and multiple trips per day. Having vehicles to transport clients and providing adequate space in the vehicles so that they are comfortable and can maintain a safe distance from other passengers is very important to us.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic.
Purchase of the larger passenger vehicles will ensure our clients have access to timely physical and behavioral health services. The size of the vehicles requested will provide ample space so the individuals we are transporting can spread out in the vehicle, thereby helping prevent the spread of COVID-19. By purchasing a larger vehicle, it will free up our smaller ones to transport those individuals that have tested positive or have been exposed without spreading the virus to numerous others.

6. Provide the most recent financial statement for your corporation.
Financial statements are enclosed.

7. Provide itemizations of requested procured equipment and supplies.
Ozark Center is requesting to purchase the 2019 Ford Transit for $42,988. This vehicle is high top, meaning they are taller inside which would help our elderly clients and those with disabilities. A detailed description of the vehicle is attached.

8. Provide three (3) written quotations for any items greater than $1,000.00 and the identify the selected vendor's quotation.
Ozark Center has identified three vehicles that are available that would meet the needs of our programs and the individuals we serve.
    1. Wood Motor Chrysler Dodge Jeep Ram in Jane, MO
        a. 2019 Ford Transit – 350 XLT 78,277 miles $37,423
    2. Wood Motor Chrysler Dodge Jeep Ram in Jane MO
        a. 2019 Ford Transit – 350 XLT 77,420 miles $42,988
    3. Wood Ford Carthage, MO
        a. 2020 Ford Transit – 350 XLT 77,336 miles $43,932

See attached pictures and details of vehicles.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:
(a) It possesses legal authority to apply for the grant, and execute the proposed program.
(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.
(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.
It will comply with:
(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;
(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, 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 provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.
(i) Titles I through V of the Americans with Disabilities Act of 1990;
(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and
(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.
(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the grant.
(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.
(o) It will comply with:
(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetland;
(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);
(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;
(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;
(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);
(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);
(12)The Clean Water Act of 1977 (Public Law 95-217);
(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);
(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;
(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;
(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;
(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);
(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.
(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

Vicky Mieseler _____ Date: 04/06/2023

Printed Name

Vicky Mieseler, Chief Administrative Officer

_____

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application
CARES Community Development Block Grant
(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote access/delivery as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: Ozark Center

Mailing Address: 1105 E. 32nd Street, Joplin, MO 64804

Name of Executive: Vicky Mieseler Title: CAO

Dates of Organization's Fiscal Year: April 1 to March 31

Application Preparer

Name: Andrew Reynolds Title: Director of Facilities and Properties Phone: (417) 347-7861

Project Type (Services Provided)

☐ 05A Senior Services ☐ 05B Handicapped Services ☐ 05C Legal Services ☐ 05D Youth Services
☐ 05E Transportation Services ☐ 05F Substance Abuse Services ☐ 05G Battered and Abused Spouses
☐ 05H Employment Training ☐ 05M Health Services ☐ 05N Abused and Neglected Children
■ 03T Homeless/Aids Patients Programs ☐ 05X Housing Information and Referral Services
☐ 05G Domestic Violence Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

- ☐ SBA Payment Protection Program (PPP) Amount Received: _____
  What was the specific use of the funds received: _____

- ☐ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
  What was the specific use of the funds received: _____

- ☐ SBA Express Bridge Loan Amount Received: _____
  What was the specific use of the funds received: _____

- ☐ SBA Debt Relief Program Amount Received: _____
  What was the specific use of the funds received: _____

- ☒ Other Federal Program Assistance Name of Program: HHS Provider Relief Funds
  Amount Received: $1,089,384.43
  What was the specific use of the funds received:
  - Expand Telehealth capacity, including pay for subscription to Doxy.Me/Zoom, purchasing additional monitors, and purchasing headsets.
  - Operate a vaccination clinic, including paying for a program coordinator, nursing staff, supplies, and equipment including special refrigerators to store vaccines.
  - Purchase PPE, including masks, cleaning supplies, thermometers, etc.
  - Retain employees though pay increases, bonuses, and shift coverage incentives.

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.
   Ozark Center is the area's largest and most comprehensive behavioral healthcare provider. Our staff provides effective, caring and confidential services for adults, families and children, including: individual, group and family counseling and therapy, Psychiatric services/medication management, Residential Care, 24-hour crisis services, and In-home support. Ozark also provides housing options for individuals diagnosed with a mental illness that require additional supportive services. It is our goal to assist people of all ages who are dealing with mental illness, addiction, trauma and/or abuse to develop the skills essential for living a life with dignity and purpose. Since opening, we have continued to expand services and programs in the communities we serve through innovation, pursuit of grants, fundraising activities. Ozark Center serves over 15,000 individuals per year and provides services regardless of ability to pay. Over 65% of the individuals we serve have Medicaid, are underinsured or uninsured.

2. Describe the public service selected on the project type selected on the previous page.
   Ozark Center provides transportation services (Project Type: 05E Transportation Services) to individuals in our residential, housing units, and day treatment programs who do not have other means of transportation available to get to their medical and/or behavioral health appointments. Ensuring access to care and treatment in a timely manner is vital to maintaining their physical and mental health. Most of the individual would not be able to attend their appointments without these vital transportation services being available. Ozark Center offers these transportation services free of charge to consumers in these intensive programs.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided. (Alternatively, the program must require income documentation for eligibility.)
   The transportation services provided by Ozark Center benefit children and adults who are in the low to moderate income level. Most of the individuals served in the transportation program qualify for Missouri Medicaid or are unemployed.
   Transportation services are available to clients of the following:
   a. Pre-Adult Transitional Housing (PATH) provides housing and treatment services to youth age 17-25 who have aged out of the foster system or otherwise find themselves homeless and also have been diagnosed with a mental illness. PATH provides services to help build the skills needed to manage their mental health illness, gain employment, and/ or continue their education.
   b. HUD Housing Apartments that offer a bridge between group homes and independent living that allow occupants to move toward self-care by attending day treatment and outpatient treatment services.
   c. Residential Care Facility for adults with persistent of chronic mental illness, offers 24/7 direct care.

d. Turnaround Ranch that provides 24-hour care for youths experiencing emotional and behavioral problems such as trauma, depression, substance abuse, and family problems.
e. Variety of mental health programs such as, but not limited to adult community services, substance use services, and services for veterans.
f. Mental Health Court is a 12-18 month program to help individuals manage their mental health illness; thereby providing them with the skills need to achieve a productive, criminal-free life. Many homeless people end up breaking the law and serving time in jail because of an undiagnosed and untreated mental illness. Over 9,000 people are incarcerated annually in Joplin and approximately 40% have mental health issues. The goal is to reduce homeless population and improve public safety by providing care to those with mental illness.

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5. How will the use of grant funds be used to respond to the Covid-19 pandemic.
Purchase of the larger passenger vehicles will ensure our clients have access to timely physical and behavioral health services. The size of the vehicles requested will provide ample space so the individuals we are transporting can spread out in the vehicle, thereby helping prevent the spread of COVID-19. By purchasing a larger vehicle, it will free up our smaller ones to transport those individuals that have tested positive or have been exposed without spreading the virus to numerous others.

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See attached pictures and details of vehicles.

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

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(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.
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(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to

examine all records, books, papers, or documents relating to the grant.
(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.
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(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetland;
(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);
(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;
(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;
(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);
(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);
(12)The Clean Water Act of 1977 (Public Law 95-217);
(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);
(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;
(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;
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(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.
(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

Vicky Mieseler

Date: 04/06/2023

Printed Name

Vicky Mieseler, Chief Administrative Officer

COUNCIL BILL NO. 2023-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Ozark Center that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing and emergency clause.

WHEREAS, the City of Joplin and the Ozark Center, are desirous of entering into an agreement whereby Ozark Center will conduct Homelessness and Health Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

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

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

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

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of April, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney