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JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 20, 2020
6:00 PM

This meeting shall be conducted at Joplin City Hall, 602 S. Main Street and electronically via Webex video conferencing. Citizens can view the meeting online with the usual live stream: http://www.joplinmo.org/182/Video-Multimedia or watch the live broadcast on KGCS-TV on broadcast channel 21 or on regional cable television systems, including Sparklight in Joplin. If any citizen desires to participate in the meeting, please contact the City Clerk's office: 417-624-0820 ext. 220.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. RESOLUTION NO. 2020-005

      A RESOLUTION authorizing the filing of a Five-year Consolidated Plan and 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(s) 2020 to 2024; and authorizing the City Manager to execute said Plans for and on behalf of the City of Joplin.

      Documents:

      RS 2020-005 2020 ACTION PLAN QUICK GLANCE.PDF
      RS 2020-005 EXHIBIT A -2020-2024 CONSOLIDATED PLAN.PDF
      RS 2020-005 SUMMARY.PDF
      RS 2020-005.PDF
8. **Consent Agenda**
   1. Minutes Of The April 6, 2020 City Council Meeting

      Documents:

CC MINS. APRIL 6.PDF

9. Resolutions

1. RESOLUTION NO. 2020-004
   A RESOLUTION amending the authorized employee elective 457 Plans to allow for participant loans and Roth investment opportunities and to allow for temporary changes to 457 Plans as authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

   Documents:

   RESOLUTION NO. 2020-004 SUMMARY 457 PLAN OPTION CHANGES.PDF
   RESOLUTION NO. 2020-004 457 PLAN OPTION CHANGES.PDF
   RESOLUTION 2020-004 EXHIBIT A NATIONWIDE AMENDED 457 PLAN AGREEMENT.PDF
   RESOLUTION 2020-004 EXHIBIT B NATIONWIDE LOAN PROCEDURES FORM.PDF
   RESOLUTION 2020-004 EXHIBIT C NATIONWIDE CARES ACT ELECTION FORM.PDF
   RESOLUTION 2020-004 EXHIBIT D ICMA LOAN GUIDELINES AGREEMENT FORM.PDF
   RESOLUTION 2020-004 EXHIBIT E ICMA STATEMENT OF INTENT ROTH FORM.PDF
   RESOLUTION 2020-004 EXHIBIT F ICMA CARES ACT ELECTION FORM.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020-125
   AN ORDINANCE approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five and 00/100 dollars ($366,475.00) for the construction of the 27th Street & Anderson Avenue Infrastructure 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:

   CB2020-125 27TH -ANDERSON AGREEMENT - ASBELL.PDF
   CB2020-125 27TH -ANDERSON MAP.PDF
   CB2020-125 27TH - ANDERSON SUMMARY SHEET.PDF
   CB2020-125 27TH -ANDERSON BID TAB.PDF
   CB2020-125 27TH - ANDERSON COUNCIL ORDINANCE.PDF

2. COUNCIL BILL NO. 2020-502
   AN ORDINANCE dissolving the Special Allocation Fund for the Joplin Recovery Tax Increment Financing Plan and Redevelopment Project and terminating the designation of the Redevelopment Area of the Joplin Recovery Tax Increment Financing Plan; and containing an emergency clause.

   Documents:

   CB 2020-502 SUMMARY TERMINATE RECOVERY TIF PROJECT.PDF
   CB 2020-502 TERMINATE RECOVERY TIF ORDINANCE.PDF

3. COUNCIL BILL NO. 2020-503
AN ORDINANCE approving the Termination of Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin, Missouri and the Joplin Redevelopment Corporation, Inc. and authorizing the City Manager to execute the Termination Agreement; and containing an emergency clause.

Documents:

CB 2020-503 SUMMARY TERMINATE RECOVERY TIF REDEVELOPMENT AGREEMENT.PDF
CB 2020-503 TERMINATE RECOVERY TIF REDEVELOPMENT AGREEMENT ORDINANCE.PDF
CB 2020-503 EXHIBIT A TERMINATION OF REDEVELOPMENT AGREEMENT.PDF

4. COUNCIL BILL NO. 2020-604

AN ORDINANCE authorizing the City of Joplin to enter into a purchase order with Jon's Mid- America Fire Apparatus, LLC, a Missouri Limited Liability Company, for the purpose of purchasing new and unused TNT Extrication Equipment for the not exceed price of One-Hundred Twelve Thousand Five-Hundred Fifty-Four and 60/100 Dollars ($112,554.60); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

BID TABULATION FOR EXTRICATION EQUIPMENT.PDF
SUMMARY SHEETCB 2020-604 EXTRICATION EQUIPMENT.PDF
COUNCIL BILL 2020-604 EXTRICATION EQUIPMENT.PDF

5. COUNCIL BILL NO. 2020-605
AN ORDINANCE approving a Purchase Order in the amount of One Hundred Forty-Four Thousand, Two Hundred Sixty-Six Dollars ($144,266.00) to be issued to Motorola Solutions, Inc., to cover the Communications Services and Maintenance Support as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and containing an emergency clause.

Documents:

CB2020-605_SUMMARY _PURCHASE ORDER_MOTOROLA MAINTENANCE JPD.PDF
CB2020-605_PURCHASE ORDER_MOTOROLA RE MAINTENANCE AGREEMENT_JPD.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Announcements From Public Information Officer, Lynn Onstot

Anyone wishing to address the Council should step to the podium and state his/her

name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

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

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

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

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2018 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

FY2020 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$592,949.00**
HOME INVESTMENT PARTNERSHIP:	**$501,439.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

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

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($332,000 IN INFRASTRUCTURE IMPROVEMENTS)	
ECONOMIC DEVELOPMENT INCENTIVE PROJECT	

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$592,949.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$332,359.20**

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

amenities, however stormwater and sanitary sewer improvements are also needed and have been identified by Public Works.

FAÇADE GRANT	**$ 75,000.00**

Façade improvements in the Sunshine Lamp District.

COORDINATED 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	**$ 118,589.00**

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board.

HOME INVESTMENT PARTNERSHIPS PROGRAM $501,439.00

HOUSING REHABILITATION ACTIVITIES	**$ 110,000.00**

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

CHDO ACTIVITIES	**$341,295.50**

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	**$ 50,143.90**

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

EXHIBIT A

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

2020 – 2024 Consolidated Plan

&

FY2020 ACTION PLAN

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

FY2020 ACTION PLAN QUICK GLANCE

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Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2020-2024 Consolidated Plan for the City of Joplin, Missouri develops the goals and needs that will guide the City over the course of the next five years. Through needs and market analyses and strategic and action planning, the City developed these needs and goals and also created their FY2020 Action Plan.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Consolidated Plan templates the City of Joplin vision and sets the goals for the next five years. Through analysis of data provided by the Department of Housing and Urban Development three major needs were identified. These are as follows:

- Safe Decent Affordable Housing, Public Infrastructure, Facility and Business Improvement, and Public Services for Low Income and Special Needs Populations.

To achieve the anticipated results, the plan lists three goals. The goals are as follows:

- Provide safe, decent affordable housing
- Improve Infrastructure and Encourage Economic Development
- Improve Livelihood through Public Service Activities

All of the programs we fund or activities we develop with CDBG and HOME assistance relate to these three goals. The activities to achieve the goals are explained in further detail below, which is the one year Action Plan. You can look at it this way, this plan creates the vision and sets goals, while the annual action plans are the means by which we meet these needs and goals.

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, neighborhood and public improvements. During the period of the last Consolidated Plan the City has identified the need to expand Community Housing Development Organization (CHDO) capacity, annually evaluate public service grant activity selection for most needed

benefit, and adopt long term neighborhood plan approach for target areas, particularly multi-year planning for infrastructure projects.

4. Summary of citizen participation process and consultation process

- Two public meetings (December 9, 2019 at The Homeless Coalition/Southwest Missouri Alliance, The Continuum of Care Board/Coalition of Non-Profits, and February 4th at the Joplin Public Housing Authority);
- Two 30 day public comment periods December 10th, 2019 – January 8th, 2020 and February 5th – March 5th, 2020);
- Community Housing Resource Board, December 10th, 2019;
- One Joplin Poverty Team (Coalition of Non-profits) – February 13th, 2020
- One Joplin Housing Sub-Team – February 27th, 2020
- Joplin HOME Consortium Meeting – March 12th, 2020
- City Council – April 20th, 2020 – Approval Resolution

5. Summary of public comments

Request for Public Service Grant funds was received by the Homeless Coalition

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

None

7. Summary

The Process

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

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

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's Planning Development and Neighborhood Services Department is responsible for preparing the Consolidated Plan. The City of Joplin's entitlement funding consists of the Community Development Block Grant (CDBG), which is administered by the Planning Development and Neighborhood Services Department. All CDBG programs are administered by by the department director and managed by the Community Development Planner.

Consolidated Plan Public Contact Information

Mr. Troy Bolander

Director of Planning Development and Neighborhood Services

602 S Main Street

Joplin, MO 64804

(417) 624-0820

tbolande@joplinmo.org

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Consultation on the development of the plan began in December 2019, and was achieved through a variety of strategies, including public hearings, direct correspondence and meetings with stakeholders. All efforts were made to contact appropriate parties and obtain thorough input. These consultations, in conjunction with participation from citizens, provided the plan direction and scope.

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

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-need populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area and we will be partnering with them to develop strategies by which to remedy this and other problems. Targeted coordination is implemented through means of enhancing institutional structure though coalitions and systems of referral.

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

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. The City also serves as a consultant for the Coalition and works 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 Homeless Coalition provides regular reports to the City of Joplin. The by-name list for veterans is handled through Housing Connect (Coordinated Entry).

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the 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; the City does not have any control over the allocation of ESG funds but does participate in the formulation of policy and procedure for ESG. The City does provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS usage. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

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-homeless
	Services-Education
	Service-Fair Housing
	Regional organization
	Planning organization
What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Homelessness Strategy
	Homeless Needs - Chronically homeless
	Homeless Needs - Families with children
	Homelessness Needs - Veterans
	Homelessness Needs - Unaccompanied youth
	Non-Homeless Special Needs
How was the Agency/Group/Organization consulted and 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, 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.

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
	Lead-based Paint Strategy
	Market Analysis
	Action Plan
How was the Agency/Group/Organization consulted and 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 and is in the process of becoming a CHDO; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income familes. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
Agency/Group/Organization	HOMELESS COALITION
Agency/Group/Organization Type	Services-homeless
	Service-Fair Housing
	Services - Victims
What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Homeless Needs - Chronically homeless
	Homeless Needs - Families with children
	Homelessness Needs - Veterans
	Homelessness Needs - Unaccompanied youth
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The first public meeting was held at the a Regularly scheduled Homeless Coaliation meeitng. The Coalition was consulted for their expertise and data on homelessness in the area.

Agency/Group/Organization	One Joplin
Agency/Group/Organization Type	Coalition
	Housing
	Services - Housing
	Services-Children
	Services-Elderly Persons
	Services-Persons with Disabilities
	Services-Persons with HIV/AIDS
	Services-homeless
	Services-Education
	Service-Fair Housing
	Regional organization
	Planning organization
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Insert narrative
Agency/Group/Organization	Joplin Public Housing Authority
Agency/Group/Organization Type	Services - Housing
	Service - Fair Housng
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Public Housing Authority are key providers of informaiton on housing needs and policy. The second public meeting was held at the PHA office.
Agency/Group/Organization	Harry S Truman Coordinating Council
Agency/Group/Organization Type	Housing
	Regional organization
	Planning organization
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Insert narrative

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

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	Economic Security Corporation of SW Area – Collaborative Applicant	Consistent
Comprehensive Plan 2012	The City of Joplin	Consistent
Preservation Plan	The City of Joplin	Consistent

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Coordination and cooperation with local jurisdictions are primarily through the Joplin HOME Consortium. Recently Consortium members have assisted in site selection for HOME funded housing within their jurisdictions. Consultation is also provided by the Harry S. Truman Coordinating Council as representative for local jurisdictions.

Narrative

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

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	Formal Public Meeting – Notice in local paper & emails	Homeless Coalition & public invited	HIGH	Request for Coordinated Entry funds		http://www.joplinglobe.com/
2	Informal Meeting	Community Housing Resource Board	High	Suggested policy and Program Changes		
3	Internet Outreach – City Website	Non-Targeted/broad Community				https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications
4	Informal Public Meeting	One Joplin – non-profits				
5	Formal Public Meeting	Non-Targeted/broad Community				http://www.joplinglobe.com/
6	Public Hearing	Non-Targeted/broad Community	Council Resolution to Submit Plan			

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment section of the City of Joplin Consolidated Plan provides information on the housing needs and problems of residents of various income levels in the consortium area. This section also addresses the needs of those who are homeless; residents with special needs and non-housing community development needs. What activities are to be funded will be determined through needs identified and eligibility of activities.

The NA used data that was prepopulated in IDIS by HUD; however due to missing data substantial updates were completed by Community Development using data as part of an internal housing study and the Analysis of Impediments associated with this plan.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2012	Most Recent Year: 2017	% Change
Population	174,807	176,759	1.1
Households	74,877	76,607	2.3
Median Income	$40,767.00	$45,913.00	12.6

Table 5 - Housing Needs Assessment Demographics

Data Source: 2008-2012 ACS (Base Year), 2013-2017 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	4,776	5,145	8,322	4,897	23,195
Small Family Households	1,344	1,400	3,043	1,931	12,330
Large Family Households	229	449	675	482	2,254
Household contains at least one person 62-74 years of age	839	1,141	1,817	1,058	4,421
Household contains at least one person age 75 or older	530	1,022	1,297	614	1,683
Households with one or more children 6 years old or younger	994	941	1,756	1,007	3,325

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	60	159	84	35	338	44	0	59	20	123
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	30	15	0	0	45	20	14	34	0	68
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	129	44	49	59	281	0	69	53	15	137
Housing cost burden greater than 50% of income (and none of the above problems)	1,937	954	204	0	3,095	787	503	307	120	1,717

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	293	1,053	1,739	359	3,444	356	511	1,191	467	2,525
Zero/negative Income (and none of the above problems)	163	0	0	0	163	223	0	0	0	223

Table 7 – Housing Problems Table

Data Source: 2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,162	1,179	337	94	3,772	853	596	464	155	2,068
Having none of four housing problems	840	1,684	3,481	1,738	7,743	534	1,695	4,059	2,902	9,190
Household has negative income, but none of the other housing problems	163	0	0	0	163	223	0	0	0	223

Table 8 – Housing Problems 2

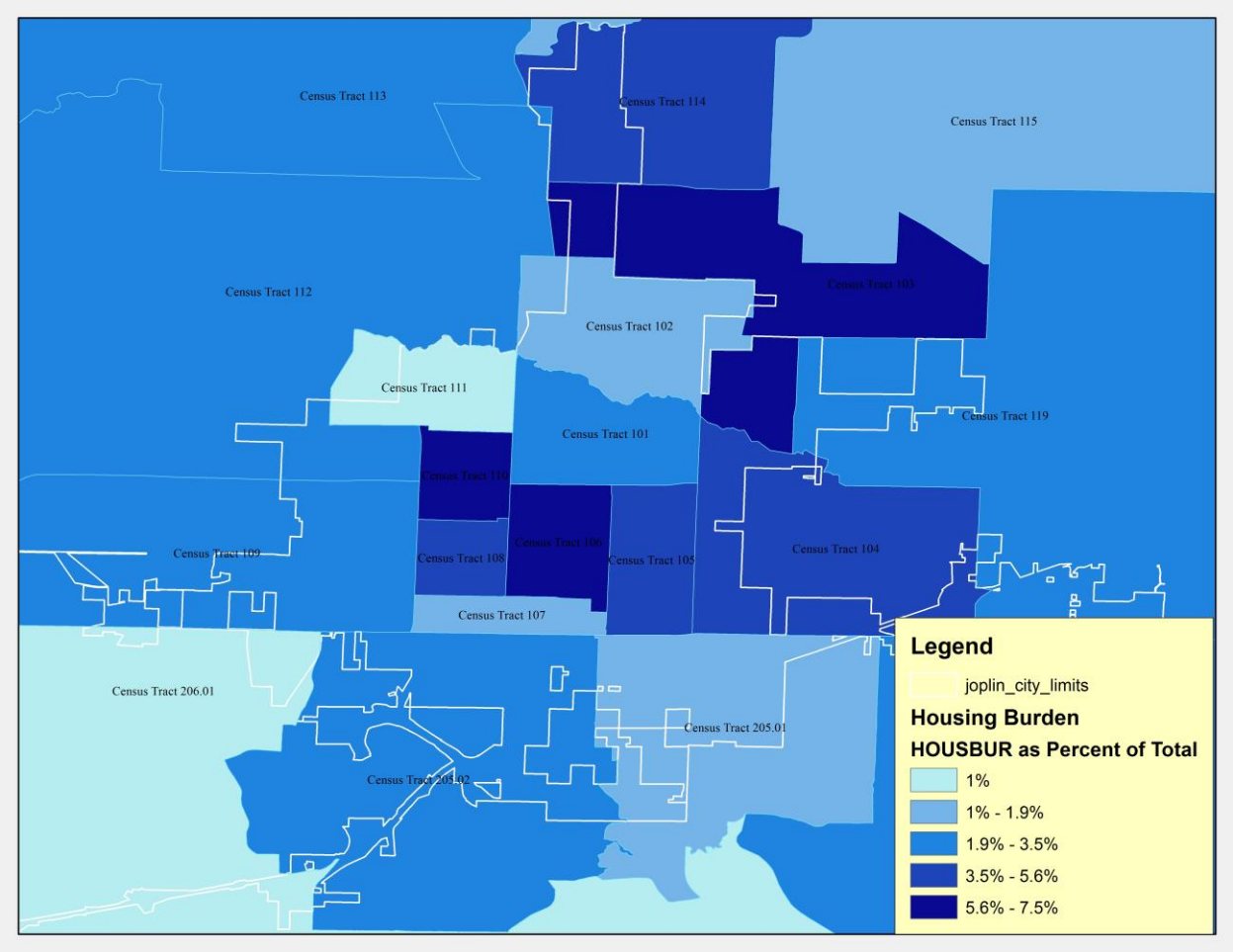
Data Source: 2011-2015 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	886	835	824	2,545	321	285	561	1,167
Large Related	157	214	69	440	50	85	214	349
Elderly	463	437	393	1,293	467	577	469	1,513
Other	894	719	705	2,318	368	141	331	840
Total need by income	2,400	2,205	1,991	6,596	1,206	1,088	1,575	3,869

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS



4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	822	434	145	1,401	246	197	96	539
Large Related	157	90	0	247	30	18	23	71
Elderly	343	211	20	574	288	240	116	644
Other	770	328	34	1,132	288	78	78	444
Total need by income	2,092	1,063	199	3,354	852	533	313	1,698

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	129	54	59	55	297	0	73	87	15	175
Multiple, unrelated family households	30	4	0	4	38	20	10	0	0	30
Other, non-family households	0	0	35	0	35	0	0	0	0	0
Total need by income	159	58	94	59	370	20	83	87	15	205

Table 11 – Crowding Information - 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

Need for affordable single person housing is high based on crowding data, cost burden, and input by the CoC in available units for placement. Further, single bedroom or studio apartments are identified as having the shortest supply based on the analysis of the existing housing stock.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Under the HUD Final Rule Implementing the VAWA Reauthorization Act of 2013, MO-602 CoC adopted policies to include provisions for protection of victims of domestic violence, dating violence, sexual assault, sexual battery or stalking, regardless of sex, gender identity, gender expression or actual or perceived sexual orientation.

These policies and procedures apply to CoC-funded Rapid Re-Housing (RRH) and Permanent Supportive Housing (PSH) programs. ESG-funded programs are subject to VAWA policies issued by the administrator of ESG funds. As a part of these policies and procedures, the CoC has put in place a policy for emergency transfers.

In such cases, the following will occur:

- Immediate referral to DV-specific resources
- Participant information will not be automatically entered into HMIS
- Households may choose to complete an assessment and receive services via the CES
- Households will be added to the prioritization list using a unique unidentifiable code protecting safety and confidentiality

Lafayette House is the only provider of domestic violence shelter and related services for the city of Joplin and the surrounding 7 counties in Southwest Missouri. They collect data using a comparable data base called Apricot. They share de-identified aggregate data from Apricot with The Homeless Coalition as well as other data from a variety of sources. The CoC uses a variety of data when assessing the scope of needs related to domestic violence, dating violence, sexual assault, and stalking. There was a 12% increase in domestic assaults from 2016 to 2018. These numbers (regional, county and city levels) illustrate that violent domestic assaults continue to occur in our corner of Missouri in significant and alarming numbers. Lafayette House responds to the need, working with 601 victims of domestic violence & sexual violence in our fiscal year 2019 alone. Last year we provided 8,052 nights of emergency shelter and accompanying services including a 24-hour hotline, crisis intervention, counseling, case management, child care, transportation and advocacy in an effort to ensure victims have immediate safety and to help them process and cope with the effects of assault, and make a plan for the long term.

Based on the sample of the PHA waitlist disabled persons are highest need for housing especially for single person households. The need is twice that of the elderly.

What are the most common housing problems?

The most common housing problems for households in the Joplin area are housing cost burdens. Of the 21,100 families in the 2011-2016 CHAS, 6070 had housing costs that exceeded 30% of their total income. In comparison to total housing problems overview, 14,540 households had none of the four housing problems. The proportion of renters in this category is twice that of owners. In other words, a large number of people are overburdened by their cost of housing.

Are any populations/household types more affected than others by these problems?

The greatest proportion of families affected by one or more of the four housing problems were those who had a household income between 0-50% AMI. According to the data retrieved from the 2011-2016 CHAS, of the 6345 families who have one or more the HUD housing problems, 6,070 were at the 50% or below AMI level; this amounts to approximately 80%.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The CoC employs several strategies to rapidly rehouse households that are homeless. All designated homeless housing providers and other social service organizations act as the front door of the coordinated entry process for our CoC. They provide diversion to prevent households from entering the homeless system and triage to assess basic eligibility for coordinated entry as well. Literally homeless families who want to access homeless housing resources are referred to Housing Connect, The Homeless Coalition's coordinated entry process. Families are assessed and prioritized for housing with the most vulnerable persons with the longest length of time being homeless being served first. All housing agencies receiving referrals from Housing Connect follow a housing first approach and begin working with families immediately to get them into housing within 30 days. All funded homeless housing programs do their own housing development which includes landlord recruitment and engagement strategies. These strategies include regularly communicating with local landlords, and maintaining rental lists and housing applications. All funded homeless housing programs provide some type of case management services to assist families in finding housing quickly. Services could include transportation assistance, application fees, and advocacy. Once housed families are provided service to help them stabilize in their housing and case management services is one strategy. Case Managers assist families in setting realistic goals and a plan to begin working towards achieving those goals. Typical goals include obtaining employment, finding a better job, increasing household income or increasing their education. Families are also given referrals that include but are not limited to: mainstream resources, food pantries and health care services. The Homeless Coalition

is responsible for overseeing the CoC's strategy to rapidly rehouse individuals and families experiencing homelessness.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The Jasper and Newton CoC Housing Connect is designed to not screen people out because of perceived or actual barriers related to housing or services. Instead follows a Low Barrier/Housing First Procedure. Such barriers include, but are not limited to:

- little or no income;
- active substance use or a history of substance use;
- domestic violence history;
- resistance to receiving services;
- the type or extent of disability-related services or supports that are needed;
- history of evictions or poor credit;
- lease violations or history of not being a leaseholder; or
- Criminal record--with exceptions for state or local restrictions that prevent certain projects from serving people with certain convictions.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The characteristics are listed as the barriers in the above section.

Discussion

In the following sections, additional detail is given to housing problems at specific income levels. The data shows that there is a large number of housing problems at all income levels for residents in the City of Joplin. The most excessive and widespread of these tends to be cost burdensome housing.

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

In this section, disproportionately greater need exists when the percentage of persons in a category of need - who are members of a particular racial or ethnic group - is at least 10 percentage points higher than the percentage of persons in a category as a whole. A summary of these findings is at the end of this section.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,671	726	386
White	2,906	696	375
Black / African American	150	20	0
Asian	85	0	0
American Indian, Alaska Native	120	0	0
Pacific Islander	25	0	0
Hispanic	299	10	4

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,332	1,806	0
White	2,815	1,553	0
Black / African American	40	20	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	19	0	0
American Indian, Alaska Native	28	29	0
Pacific Islander	0	0	0
Hispanic	369	120	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,721	4,610	0
White	3,231	4,250	0
Black / African American	144	20	0
Asian	0	35	0
American Indian, Alaska Native	155	19	0
Pacific Islander	0	0	0
Hispanic	118	233	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,065	3,821	0
White	965	3,348	0
Black / African American	4	65	0
Asian	0	12	0
American Indian, Alaska Native	49	119	0
Pacific Islander	0	0	0
Hispanic	70	209	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

This section describes the number of respondents of various ethnic and economic groups that are living in a home with one or more of four housing problems. The housing problems are as follows: home lacks complete kitchen facilities, the home lacks complete plumbing facilities, there is more than one person per room, or the cost burden is greater than 30%.

At the 0-30% AMI level, no racial category had a disproportionate need meeting the 10% threshold compared to the total population demographics. At the 30-50% AMI level, the Hispanic racial category had a disproportionate need compared to the total population having 11% housing problems compared to the 4.8% racial demographic of the area, however, does not reach the 14.8% threshold. At the 50-80% AMI level, no racial category had a disproportionate need meeting the 10% threshold compared to the total population demographics. And finally, at the 80-100% AMI level, no racial category had a disproportionate need meeting the 10% threshold compared to the total population demographics. At each level, however, whites and Hispanics were the largest portion of the total population with housing problems, with the exception of Native Americans at the 50-80% level.

However, it should be noted that at each income level, a large percentage of people within minority ethnic groups have one or more of the four housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

In this section, disproportionately greater need exists when the percentage of persons in a category of need - who are members of a particular racial or ethnic group - is at least 10 percentage points higher than the percentage of persons in a category as a whole. A summary of these findings is at the end of this section.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,015	1,374	386
White	2,355	1,254	375
Black / African American	135	35	0
Asian	85	0	0
American Indian, Alaska Native	110	10	0
Pacific Islander	25	0	0
Hispanic	239	70	4

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,775	3,379	0
White	1,485	2,913	0
Black / African American	10	50	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	19	0	0
American Indian, Alaska Native	4	53	0
Pacific Islander	0	0	0
Hispanic	229	260	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	801	7,540	0
White	665	6,815	0
Black / African American	34	125	0
Asian	0	35	0
American Indian, Alaska Native	55	120	0
Pacific Islander	0	0	0
Hispanic	39	314	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	249	4,640	0
White	189	4,112	0
Black / African American	0	69	0
Asian	0	12	0
American Indian, Alaska Native	0	168	0
Pacific Islander	0	0	0
Hispanic	60	219	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

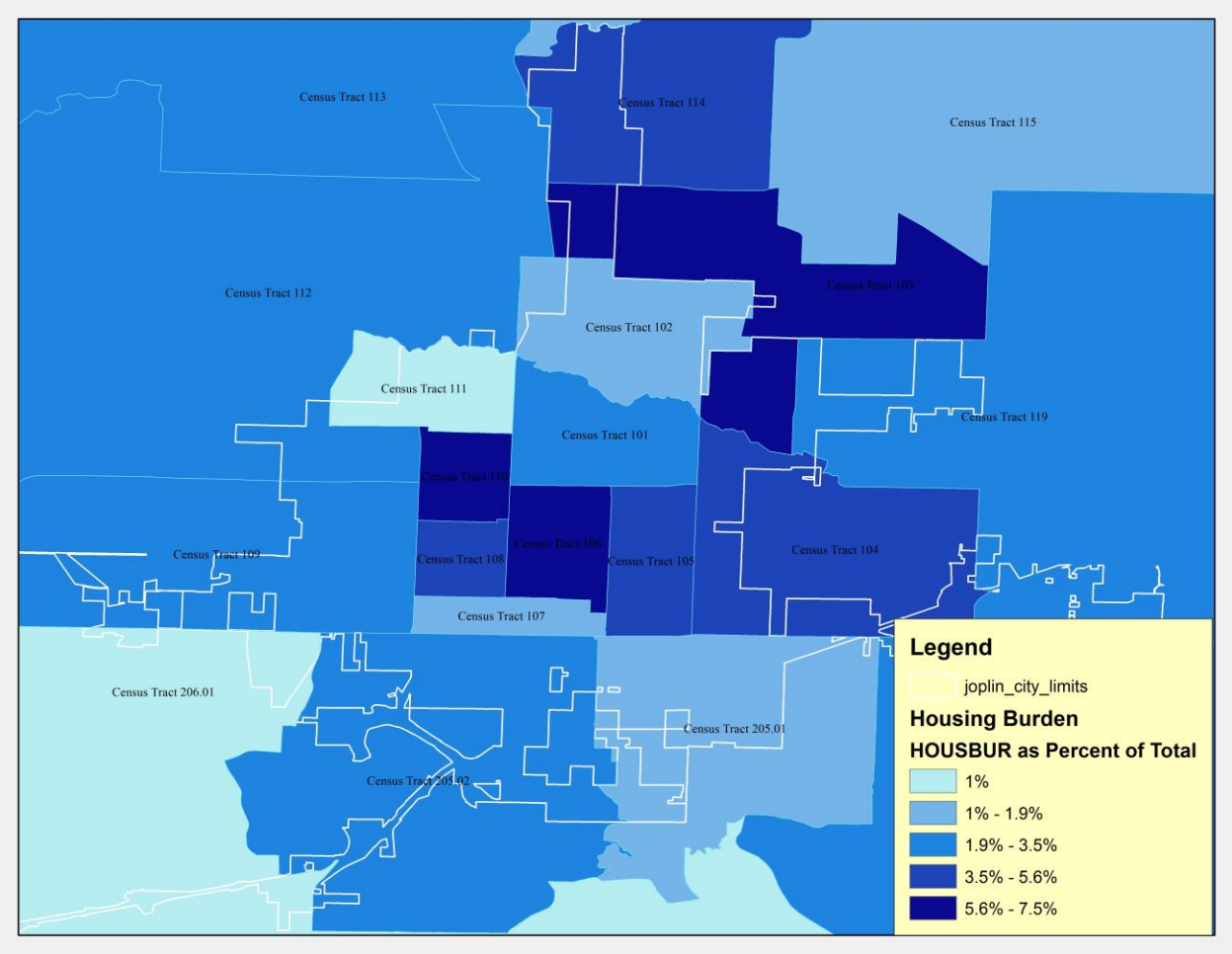
This section describes the number of respondents of various ethnic and economic groups that are living in a home with one or more of four severe housing problems. The housing problems are as follows: home lacks complete kitchen facilities, the home lacks complete plumbing facilities, there is more than 1.5 persons per room, or the cost burden is greater than 50%.

At the 0-30% AMI level, no racial category had a disproportionate need meeting the 10% threshold compared to the total population demographics. At the 30-50% AMI level, the Hispanic racial category had a disproportionate need compared to the total population having 12% housing problems compared to the 4.8% racial demographic of the area, however, does not reach the 14.8% threshold. At the 50-80% AMI level, no racial category had a disproportionate need meeting the 10% threshold compared to the total population demographics. And finally, at the 80-100% AMI level, no racial category had a disproportionate need meeting the 10% threshold compared to the total population demographics. At each level, however, whites and Hispanics were the largest portion of the total population with housing problems, with the exception of Native Americans at the 50-80% level.

However, it should be noted that at each income level, a large percentage of people within minority ethnic groups have one or more of the four housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.



Introduction

In this section, disproportionately greater need exists when the percentage of people in an ethnic group with a housing cost burden is more than 10 percentage points greater than the percentage of people in the population as a whole with the same housing problem. A summary of these findings will follow this section.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	33,358	7,305	5,264	407

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
White	30,322	6,539	4,283	395
Black / African American	331	159	174	0
Asian	320	0	104	0
American Indian, Alaska Native	373	183	169	0
Pacific Islander	35	0	25	0
Hispanic	1,449	324	408	4

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion

Review of the 2011-2016 CHAS data presented suggests that the City of Joplin's racial groups experience housing cost burden in similar proportion to the demographics of the City. The City is 84.2% white, 4.8% Latino, 3.2% Black, 1.9% Asian, and 1.6% Native American. For those racial categories white has higher than 84.2% in 30-50% burden and Hispanic was higher than 4.8% in >50% burden, but neither met the threshold of 10% above 84.2% or 14.8% respectively. Spatially, housing cost burdens tend to be concentrated in two of the four of the City's LMI tracts.

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The City of Joplin is nearly 85 percent white. While housing cost burden between 30% to 50% is higher (approximately 9%) among African Americans and Native Americans, percentages are strikingly lower for housing cost burden greater than 50% as outlined in the NA-25. The greatest income disparity is visible observable in African Americans as seen in the table below. The highest racial median income is Hispanic/Latino.

	African American		White Non-Hispanic		Native American		Hispanic	
	Estimate	%	Estimate	%	Estimate	%	Estimate	%
Total:	581	100.00%	19,287	100.00%	397	100.00%	502	100.00%
Less than $10,000	50	8.61%	1,800	9.33%	19	4.79%	33	6.57%
$10,000 to $14,999	48	8.26%	1,361	7.06%	0	0.00%	42	8.37%
$15,000 to $19,999	48	8.26%	694	3.60%	32	8.06%	34	6.77%
$20,000 to $24,999	38	6.54%	1,393	7.22%	46	11.59%	75	14.94%
$25,000 to $29,999	65	11.19%	1,391	7.21%	58	14.61%	0	0.00%
$30,000 to $34,999	88	15.15%	1,357	7.04%	44	11.08%	23	4.58%
$35,000 to $39,999	39	6.71%	1,272	6.60%	24	6.05%	23	4.58%
$40,000 to $44,999	39	6.71%	1,047	5.43%	36	9.07%	5	1.00%
$45,000 to $49,999	26	4.48%	620	3.21%	29	7.30%	32	6.37%
$50,000 to $59,999	65	11.19%	1,531	7.94%	14	3.53%	34	6.77%
$60,000 to $74,999	10	1.72%	1,959	10.16%	60	15.11%	28	5.58%
$75,000 to $99,999	35	6.02%	2,346	12.16%	23	5.79%	145	28.88%
$100,000 to $124,999	23	3.96%	1,048	5.43%	12	3.02%	26	5.18%
$125,000 to $149,999	7	1.20%	696	3.61%	0	0.00%	0	0.00%
$150,000 to $199,999	0	0.00%	355	1.84%	0	0.00%	2	0.40%
$200,000 or more	0	0.00%	417	2.16%	0	0.00%	0	0.00%
Median Houshold Income	$32,847.00		$41,395.00		$34,972.00		$46,250.00	

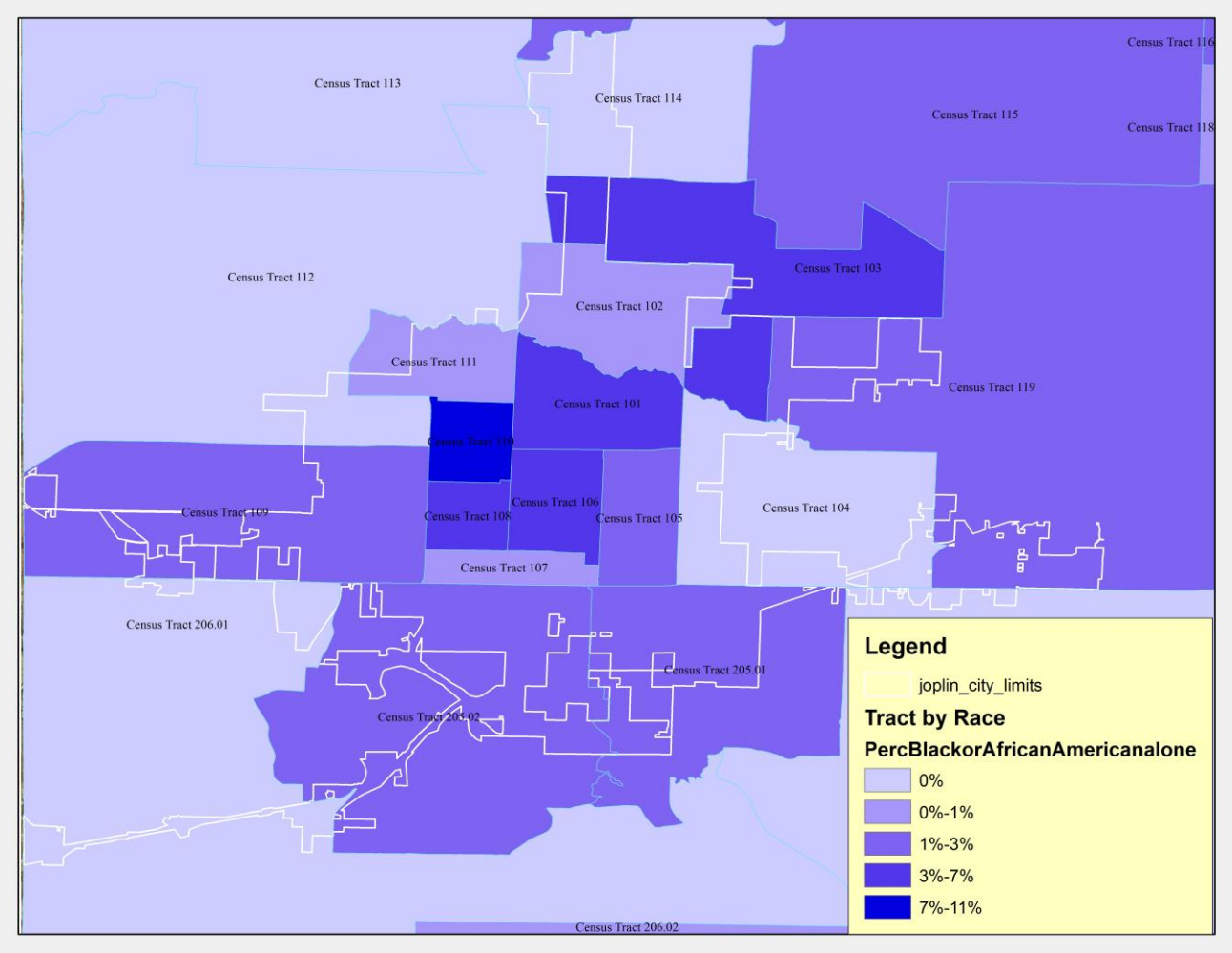
*Source: 2017 ACS 5-year Estimate

If they have needs not identified above, what are those needs?

The data reported represents the HUD-definitions of housing needs. However, the greatest need (based on percentage of persons effected) housing cost burdens. A large portion of low-moderate income individuals in particular in the City of Joplin experience extreme housing cost burdens.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The only racial minority that exceeds 10% in any census tract is African Americans in Census tract 110.


Census Tract 113
Census Tract 114
Census Tract 115
Census Tract 116
Census Tract 118
Census Tract 112
Census Tract 103
Census Tract 102
Census Tract 111
Census Tract 101
Census Tract 119
Census Tract 110
Census Tract 109
Census Tract 108
Census Tract 106
Census Tract 105
Census Tract 104
Census Tract 107
Census Tract 206.01
Census Tract 205.01
Census Tract 205.02
Census Tract 206.02
Legend
joplin_city_limits
Tract by Race
PercBlackorAfricanAmericanalone
0%
0%-1%
1%-3%
3%-7%
7%-11%

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	275	582	0	497	85	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: Joplin PHA Current: 3/3/20

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	13908	12592	0	12534	12928	0
Average length of stay	0	0	4	4	0	4	4	0
Average Household size	0	0	1.67	1.34	0	1.52	1.18	0
# Homeless at admission	0	0	2	94	0	9	85	0
# of Elderly Program Participants (>62)	0	0	165	312	0	278	34	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Disabled Families	0	0	55	156	0	149	7	0
# of Families requesting accessibility features	0	0	55	156	0	149	7	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: Joplin PHA Current: 3/3/20

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	237	464	0	397	67	0	0
Black/African American	0	0	26	77	0	66	11	0	0
Asian	0	0	2	0	0	0	0	0	0
American Indian/Alaska Native	0	0	1	13	0	6	0	0	0
Pacific Islander	0	0	1	0	0	0	0	0	0

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Other	0	0	1	25	0	24	1	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: Joplin PHA Current: 3/3/20

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	3	27	0	25	2	0	0
Not Hispanic	0	0	267	552	0	472	80	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: Joplin PHA Current: 3/3/20

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

PHA Waitlist

Size	0BR	1BR	2BR	3BR	4BR	5BR	6+BR	Total
Elderly	0	133	6	0	0	0	0	139
Near Elderly	0	2	0	0	0	0	0	2
Handi/Disabled	0	302	27	5	2	0	0	336
Single Fed Disp	0	0	0	0	0	0	0	0
Family	2	151	166	72	28	1	0	420
Hispanic	0	10	9	2	1	0	0	22
White	2	429	158	60	18	1	0	668
Black	0	54	20	11	7	0	0	92
Indian/Alaskan	0	9	4	2	1	0	0	16
Asian	0	2	2	0	0	0	0	4
Pacific Islander	0	0	0	1	0	0	0	1
Mixed	0	8	7	1	2	0	0	18
Other	0	3	4	2	2	0	0	11

Income Limit Breakdown

High	2
low	78
Very Low	167
ExtLow	507

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

The greatest need is for families and extremely low-income persons as well as notably disabled persons. The PHA has difficulty finding enough one-bedroom homes for seniors and disabled clients.

How do these needs compare to the housing needs of the population at large

This need is consistent with the housing analysis as part of this plan for the population at large.

Discussion

This information demonstrates the need for single person accessible housing in the City of Joplin.

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

Homelessness data for the City of Joplin were primarily drawn from data collected by the Economic Security Corporation of the Southwest Area using HMIS and a 2019 Missouri Statewide Homelessness Study, published by the University of Missouri-St. Louis. The studies looked specifically at the homelessness rates for various demographic groups in the Joplin CoC. This data is summarized in the tables below and then subsequently explained and analyzed.

It is important to note, the data may not be reflective of the total amount of assistance being delivered as some shelters in the area do not use

the HMIS reporting system.

Point-in-Time Count MO-602 Joplin/Jasper, Newton Counties CoC				
Population: Sheltered and Unsheltered Count				
Persons in Households with at least one Adult and one Child	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	9	6	1	16
Total Number of Persons (Adults & Children)	29	18	2	49
Number of Persons (under age 18)	19	10	1	30
Number of Persons (18-24)	1	0	0	1
Number of Persons (over age 24)	9	8	1	18
Gender (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	18	11	1	30
Male	11	7	0	18
Transgender	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	1	1
Ethnicity (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Non-Hispanic/Non-Latino	29	18	2	49
Hispanic/Latino	0	0	0	0
Race (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
White	27	18	2	47
Black or African-American	0	0	0	0
Asian	0	0	0	0
American Indian or Alaska Native	1	0	0	1
Native Hawaiian or Other Pacific Islander	0	0	0	0
Multiple Races	1	0	0	1
Chronically Homeless (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of households	3	NA	0	3
Total number of persons	10	NA	0	10

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

Persons in Households with only Children	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Housholds	5	0	0	0	5
Total number of children (under age 18)	5	0	0	0	5
Gender (children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	0	0	0	0	0
Male	5	0	0	0	5
Transgender	0	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0
Ethnicity (children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	5	0	0	0	5
Hisoanic/Latino	0	0	0	0	0
Race (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	5	0	0	0	5
Black or African-American	0	0	0	0	0
Asian	0	0	0	0	0
American Indian or Alaska Native	0	0	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	0	0		0	0
Chronically Homeless (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of persons	0	NA	0	0	0

Persons in Households without Children	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Housholds	86	48	0	47	181
Total number of persons (Adults)	88	48	0	47	183
Number of Persons (18-24)	5	1	0	1	7
Number of Persons (over age 24)	83	47	0	46	176
	Sheltered			Unsheltered	Total
Gender (adults)	Emergency	Transitional	Safe Haven		
Female	22	8	0	15	45
Male	66	40	0	32	138
Transgender	0	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0
	Sheltered			Unsheltered	Total
Ethnicity (adults)	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	86	46	0	46	178
Hisoanic/Latino	2	2	0	1	5
	Sheltered			Unsheltered	Total
Race (adults)	Emergency	Transitional	Safe Haven		
White	82	38	0	40	160
Black or African-American	5	8	0	2	15
Asian	0	0	0	0	0
American Indian or Alaska Native	0	1	0	1	2
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	1	1	0	4	6
	Sheltered			Unsheltered	Total
Chronically Homeless (adults)	Emergency	Transitional	Safe Haven		
Total number of persons	9	NA	0	13	22

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the point in time data gathered by ESC in January 2019, of the estimated total homeless population of 237 individuals, 49 were unsheltered. From 2018 to 2019 we have seen a 14% decrease in homelessness. The average unsheltered person is a male, white, single and over the age of 40 years old. The Homeless Coalition has implemented regular Street Outreach. It is conducted once per month by Street Outreach volunteers. They locate individuals who are experiencing homelessness who are living unsheltered with the goal of engaging them in services, providing resource information, assisting with verifying their living situation and referring them to Housing Connect, the CoC's coordinated entry. The Homeless Coalition also hosts two Project Homeless Connect events each year. (January and July) These one stop shop events draw together social services agencies and resources in one place thus making it easier for people experiencing homelessness to access services.

Discussion:

Homelessness data for the City of Joplin were primarily drawn from data collected by the Economic Security Corporation of the Southwest Area using HMIS and a 2019 Missouri Statewide Homelessness Study, published by the Missouri Housing Development Commission. The studies looked specifically at the homelessness rates for various demographic groups in the Joplin CoC. This data is summarized in the tables above and then subsequently explained and analyzed.

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

Special Needs Housing is defined as developments that provide permanent supportive housing and integrated housing for persons with special needs. Persons with special needs are those that are physically, emotionally or mentally impaired or suffer from mental illness, developmentally disabled, a youth aging out of foster care, persons with addictions, HIV/AIDS and their families, and victims of domestic violence.

There are consistent patterns between the special needs population and the increased risk for homelessness because of lack of adequate housing facilities and services available. These populations not only need permanent housing, but also integrated services to decrease their risk for homelessness. Funding is also always an issue when dealing with non-homeless needs.

Describe the characteristics of special needs populations in your community:

Persons with special needs are those that are physically, emotionally or mentally impaired or suffer from mental illness, developmentally disabled, a youth aging out of foster care, persons with addictions, HIV/AIDS and their families, and victims of domestic violence. However, the growing demographic of persons with special needs in Joplin is those over the age of 55 according to assessments provided by Coordinated Entry.

What are the housing and supportive service needs of these populations and how are these needs determined?

Special needs populations typically work with a case manager or other staff with a service agency, who will help to coordinate housing and services. They will also help to coordinate services that they do not provide, such as mental health or substance abuse programs and services. The centralized assessment program, especially for housing is Coordinated Entry. Modifications to housing units such as ramps or modified bathrooms are needed for elderly and disabled households.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Data availability for HIV/AIDS way found for the Missouri Southwest Region.
https://health.mo.gov/data/hivstdaids/pdf/SWHIVSTD2017.pdf

The population count for the entire region was 986 with approximately 36 individuals having a new diagnosis annually for the last few years. According to the Homeless Coalition last point in time count, only one person was diagnosed with HIV/AIDS among the assessed homeless population.

Discussion:

A coalition of organizations comprise the CoC and proved the capacity and experience to address the needs of the population. The City of Joplin can best assist through provision of resources for the coordination of those service providers through departmental cooperation, provision of information and financial support of informational software/databases and the Coordinated Entry Program.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Areas within the City of Joplin have identified public facility needs, and some of those are best met through a city capital improvement program, general funding or other public allocation. Some of the needs, however, are found in low to moderate income neighborhoods outside the scope of these other public facility planning efforts, and may include neighborhood centers, senior centers, recreation facilities, or accessibility modifications in public facilities. Some of the major needs of the area are services for the elderly and to serve the homeless.

How were these needs determined?

Public facility needs were determined through consultations with the City's Public Works Department, outside stakeholders, previous plans, and citizen input.

Describe the jurisdiction's need for Public Improvements:

Public improvement needs exist citywide. Like the public facilities, some improvements will be accomplished using other funding streams that are not part of this consolidated planning process. However, some of the included needs are infrastructure improvements such as sidewalks, curb & gutter, water/sewer and bridges, "way finding" signs, greenways, rehabilitation to existing neighborhood centers. CDBG funds will be specifically targeted towards low-moderate income census tracts.

How were these needs determined?

Public facility needs were determined through consultations with the City's Public Works Department, outside stakeholders, previous Comprehensive Plans, and citizen input.

Describe the jurisdiction's need for Public Services:

There are many public service needs, including transportation, programs for job searches and training, programs for seniors, food pantry services, and services for the homelessness. In the past, the City of Joplin has provided public service grants to local shelters, businesses that employ special needs citizens, and other local non-profit organizations.

How were these needs determined?

Public services needs were determined through public input, agency and stakeholder consultation, and staff recommendation.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The following section provides data on the City of Joplin's housing inventory. Data in the next sections is based off a combination of the 2011-2016 CHAS and data provided from the American Community Survey. Some of the key factors noted are the lack of affordable 1 and 2-bedroom units and the large percentage of homes that could pose lead-based paint risks.

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

Introduction

According to the ACS data, a large portion of housing in the Joplin Area are 1-unit structures. Of the total 51,313 structures in the area, 77% were 1-unit detached structures. Additionally, roughly 80% of owned units consisted of three bedrooms or more, while 79% of rented units consisted of two or more bedrooms.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	40,070	77%
1-unit, attached structure	960	2%
2-4 units	4,400	8%
5-19 units	2,548	5%
20 or more units	1,144	2%
Mobile Home, boat, RV, van, etc	2,926	6%
Total	***52,048***	***100%***

Table 26 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	86	0%	566	3%
1 bedroom	524	2%	3,076	18%
2 bedrooms	5,255	18%	7,017	42%
3 or more bedrooms	23,707	80%	6,137	37%
Total	***29,572***	***100%***	***16,796***	***100%***

Table 27 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Joplin Public Housing Authority oversees 275 families in public housing in addition to an additional 582 families who utilize Section 8 vouchers. The families served are majorly in the bottom 30 percent of the area median income. The largest groups served are families with seniors and families with seniors.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to the City of Joplin's independent Public Housing Authority, rarely are Section 8 contracts allowed to expire. Their wait list is so large and the demand for public housing are so high that loss of inventory is rarely an issue. One issue that the City has had in recent years, though, is an inability for developers to construct homes using LIHTC. A few of the LIHTC developments are reaching the affordability period and are being converted to market rate with more expected in the near future.

Does the availability of housing units meet the needs of the population?

While the area does have a large number of housing units available (both assisted and non), there are still housing unit needs for the population. For example, in the case of public housing, there are an estimated 897 people on the public housing waiting list compared to 541 five years previously. These families spend an average of 4 to 6 months on this waiting list.

Describe the need for specific types of housing:

According to data provided by the JPHA, there are currently 588 households on the waitlist who need 1-bedroom public housing units. Comparatively there are 199 who need 2 bedrooms, 77 in need of 3 bedroom and 4 in need of 30 bedroom.

Discussion

According to the data provided by the ACS, and the most recent analysis by the City of Joplin the City has made progress with a shortfall when it comes to single-family housing. The biggest need of the area was previously affordable 2-3-bedroom homes for low-moderate income families. The May 2011 tornado caused the loss of a large portion of the City's affordable housing inventory in Census Tract 106, a qualified, low-income tract in the city. Affordability should be a primary concern of the city moving forward and the growing demand has been housing for single individuals and the disabled.

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

HUD considers a housing unit affordable if the occupant household expends no more than 30% of its income on housing cost. In the situation where the household expends greater than 30% of its income on housing cost, the household is considered cost burdened. Cost burdened households have less financial resources to meet basic needs (food, clothing, transportation, medical, etc.), less resources to properly maintain the housing structure and are at greater risk for foreclosure or eviction.

Cost of Housing

	Base Year: 2012	Most Recent Year: 2017	% Change
Median Home Value	97400	12000	18.8%
Median Contract Rent	667	753	11.4%

Table 28 – Cost of Housing

Data Source: 2012-2017 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	8,429	50.2%
$500-999	7,964	47.5%
$1,000-1,499	282	1.7%
$1,500-1,999	40	0.2%
$2,000 or more	50	0.3%
Total	***16,765***	***99.9%***

Table 29 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	761	No Data
50% HAMFI	2,878	2,474
80% HAMFI	9,158	7,212
100% HAMFI	No Data	10,558
Total	***12,797***	***20,244***

Table 30 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	521	567	721	968	1,019
High HOME Rent	521	567	721	950	1,019
Low HOME Rent	510	546	655	756	845

Table 31 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

According to the 2018 ACS the median cost of housing in Joplin was $753 monthly. Based on the HUD standards that a household should not pay more than 30% of its gross income for a housing unit to be considered an affordable unit, a household would need to earn $30,120 per year to affordably rent in the City of Joplin. The study estimated that 26.2% of renters in the City of Joplin are households who earn less than $25,000 a year and 28% spend more than 30 percent of their income on rent costs alone; 14.4% of renters are households who earn between $20,000 and $34,999 and spend more than 30 percent of their income on rent costs alone. In total, 64.8% of renter households in the City of Joplin spend more than 30 percent of their gross income on rent alone as compared to 48.5% in the last Consolidated Plan.

The median value of an owner-occupied housing unit in the City of Joplin is $120,000. Using the industry standard of three times income to afford a median priced home in the City of Joplin, a household would need to earn $40,000 to afford a home in the City of Joplin. The average monthly housing cost for a household with a mortgage in the City of Joplin is $1029 monthly. Furthermore, 15.7% of mortgage-owner households in the City of Joplin spend more than 30 percent of their annual income on housing costs alone down from the last Consolidated Plan.

How is affordability of housing likely to change considering changes to home values and/or rents?

It is likely that high demand for rental conversion of single-family homes will decrease affordability of home values while delivering rents at the high end to unaffordable rates.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Area Median Rent in the City of Joplin is significantly higher than HOME Rents and Fair Market Rent. Importance should be placed on making rent more affordable for area residents, be it through Section 8 vouchers, Tenant-Based Rental Assistance, or construction of additional rental housing.

Discussion

Home values have fluctuated in recent years. Currently home sales have increased and has been observed in sales and program income in the DR-JHAP program. Many of these home are being converted into rentals. Production of affordable and decent rental units may be necessary through CHDO involvement, especially in the single person unit that is in short supply.

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

The need for rehabilitation has already been discussed in previous sections. Many units in the Joplin area are older than 1999, thus needing repair to provide safe, decent, and affordable housing. Poor-conditioned units typically have one of the following problems: 1. lacks complete kitchen facilities 2. lacks complete plumbing facilities, 3. more than one person per room, 4. cost burden greater than 30%. According to the 2018 ACS, 16% of owner occupied and 48% of renter occupied housing structures in the Joplin area have one or more of the selected housing conditions.

Describe the jurisdiction's definition for "substandard condition" and "substandard condition but suitable for rehabilitation:

The City of Joplin uses as the residential maintenance code the Building Officials and Code Administrators International (BOCA): Basic Housing Code – Second Edition 1970 to establish minimum standards for single-family and multi-family dwellings. Any dwellings that does not meet the minimum standards of the code is considered sub-standard by the Chief Building Official and any building that meets any one of the standards for unsafe or dangerous buildings is deemed unsafe and eligible for demolition, and not suitable for rehabilitation.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	5,728	19%	7,162	43%
With two selected Conditions	159	1%	407	2%
With three selected Conditions	49	0%	50	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	23,650	80%	9,162	55%
Total	***29,586***	***100%***	***16,781***	***100%***

Table 32 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	6,582	22%	3,413	20%
1980-1999	7,936	27%	4,240	25%
1950-1979	8,742	30%	5,890	35%
Before 1950	6,307	21%	3,241	19%
Total	***29,567***	***100%***	***16,784***	***99%***

Table 33 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	15,049	51%	9,131	54%
Housing Units build before 1980 with children present	4,773	16%	2,911	17%

Table 34 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	1125	*Data unavailable*	3124
Abandoned Vacant Units	1905	*Data unavailable*	*1905*
REO Properties	94	*Data unavailable*	94
Abandoned REO Properties	*Data unavailable*	*Data unavailable*	*Data unavailable*

Table 35 - Vacant Units

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

According to the most recently available CHAS data, the number of owner and rental properties that have housing conditions have increased despite the new housing as a result of the 2011 Tornado.

Estimate the number of housing units within the jurisdiction that are occupied by low- or moderate-income families that contain lead-based paint hazards. 91.205(e), 91.405

Using percent of household by tenure in housing cost burden as an indicator of number of low to moderate percentage of families by tenure, there are an estimated 4,360 owner occupied and 5,660 renter occupied housing units. Renter units are higher despite owner occupied housing stock being older in total units.

Discussion

The existing housing stock in the city of Joplin is aging. Over 55% of units were constructed before 1980 prior to the 2011 tornado and 53.6% as of the 2018 ACS. This represents multiple issues such as lead based paint exposure or homes that do not meet current code requirements of the City. There is a high

likelihood the homes would not meet HUD standards either. As part of the 2020 update of the Analysis of Impediments, it was identified that the number of housing conditions, excluding cost burden, has increased in the last five years. Given that the rental vacancy rate is at 7% (above the standard health rate of 5%) this could be indicative that this might be a time to consider a rental inspection program to improve the condition of rental stock without creating high displacement, especially since a large proportion of the City of Joplin rental stock is converted single family housing in relatively poor condition.

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

The City of Joplin does not manage or oversee the Public Housing Authority. The Authority submits its own reports and requests for HUD funding.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			275	532			147	0	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

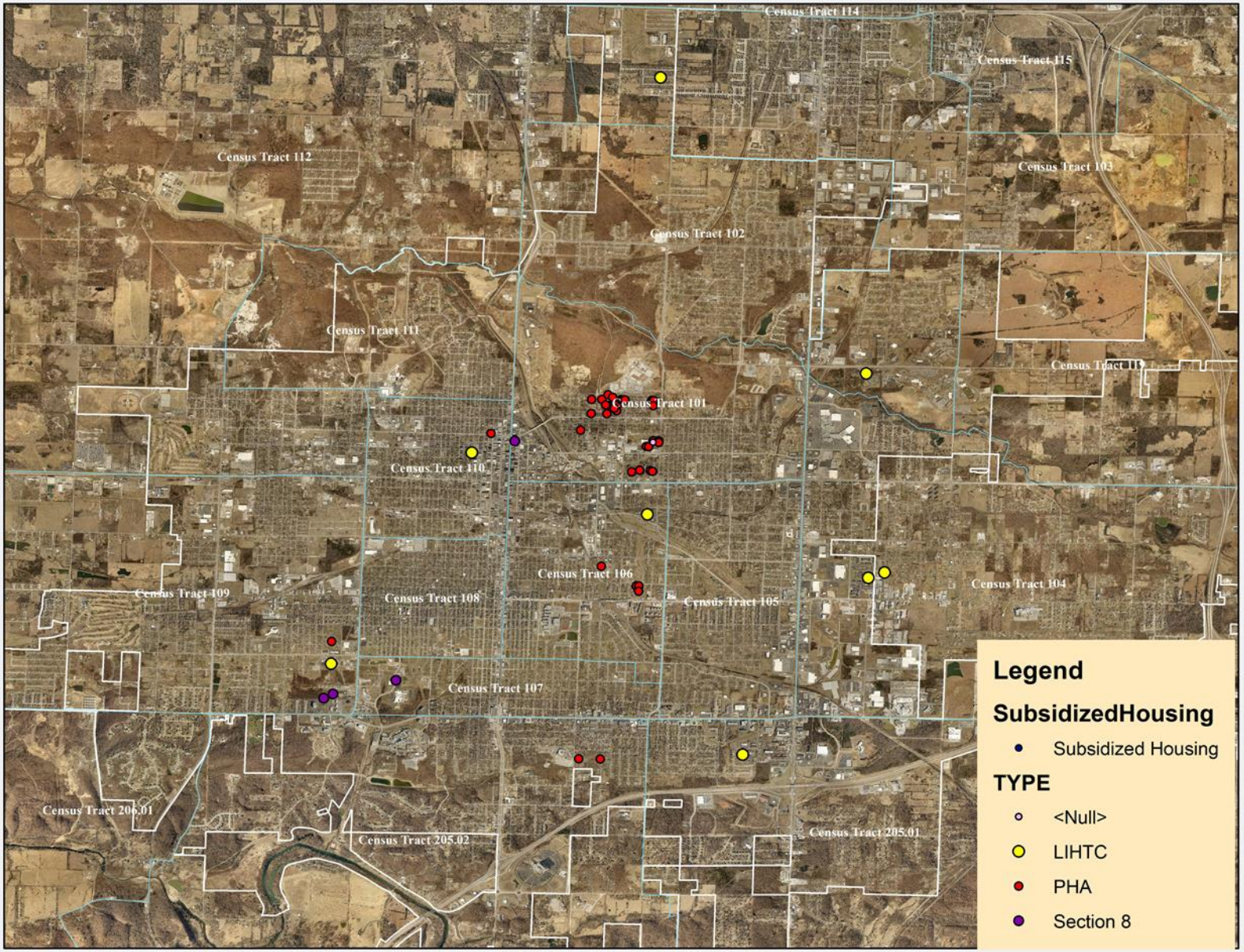
Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

The Public Housing Authority operates five complexes as well as a scattered site program.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:


Census Tract 114
Census Tract 115
Census Tract 112
Census Tract 103
Census Tract 102
Census Tract 111
Census Tract 113
Census Tract 101
Census Tract 110
Census Tract 106
Census Tract 109
Census Tract 108
Census Tract 105
Census Tract 104
Census Tract 107
Census Tract 206.01
Census Tract 205.02
Census Tract 205.01
Legend
SubsidizedHousing
Subsidized Housing
TYPE
<Null>
LIHTC
PHA
Section 8

Public Housing Condition

Public Housing Development	Average Inspection Score
Bartlett Hills	96
Golden Oaks	96
Parr Hill	96
Scattered Site	96

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The Public Housing authority does an excellent job of upkeeping and repairing their existing units. Therefore, there is little need for rehabilitation or restoration at this time with their continued ability to sustain their existing inventory. A greater need that has been expressed is in the addition of additional public housing inventory. Specifically, the waitlist identifies a large number of very-low income applicants that will require more funding to address.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Housing Authority has initiated a process to convert Public Housing homes to the Rental Assistance Demonstration and Section 18 programs, to take advantage of financial and regulatory opportunities that will benefit the agency and the community. The Housing Authority has already received two Commitments to enter into Housing Assistance Payments (CHAPs) approving their applications.

The goal of the Public Housing Authority is to provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level. To operate a socially and financially sound public housing agency that provides decent, safe and sanitary housing within a drug free, suitable living environment for tenants and their families. To avoid concentration of economically and socially deprived families in any one or all of the PHA’s public housing developments.

The Authority continues to offer low income families affordable housing. It works closely with local police to keep the neighborhoods drug free and to avoid crime in the area. The Authority tries to attract a variety of families of various socio-economic backgrounds to each of its public housing developments. The Housing Authority's most recent strategic plan specified the elderly, the disabled, and racial or ethnic groups with disproportionate housing needs as their primary areas of need.

Discussion:

The City of Joplin does not manage or oversee funds of the Joplin Public Housing Authority. The questions in this section have been answered using information gained from the Housing Authority and verified by City of Joplin staff.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

The City of Joplin contains a Homeless Coalition that seeks to track and remedy needs and problems of the homeless in the Consortium area. There are a total of 13 members of the Coalition, and between them and all of their programs, they provide a total of 520 year round beds to serve the homeless population.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	41		46		
Households with Only Adults	202		85		
Chronically Homeless Households	106				
Veterans	15		25		
Unaccompanied Youth	0				

Table 38 - Facilities Targeted to Homeless Persons

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The City of Joplin provides public service grants on an annual basis that are aimed towards improving the general livelihood of Joplin residents. The services provided help to supplement otherwise low incomes and prevent homelessness. In addition, the City reimburses the Homeless Coalition for the use of their HMIS system and partially funds the Coordinated Entry Program.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City of Joplin takes part in the area's Homeless Coalition, an organization aimed towards preventing and stopping homelessness. The Coalition is comprised of Carthage Crisis Center, Children's Haven of Southwest Missouri, Economic Security Corporation, Lafayette House, Missouri Department of Mental Health, Neosho Crosslines, Soul's Harbor, The H.O.U.S.E. Inc., VA, Catholic Charities, MO Department of Mental Health, Restoration Life Center, Salvation Army, and Watered Gardens. In combination, these

organizations provide a total of 520 year round beds through their programming. They seek to assist homeless persons in the Joplin area. Each collaboratively specialize in emergency shelter, transitional housing and rapid rehousing for needed groups to be targeted through a referral system.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

There are a variety of service providers in Joplin. These providers coordinate amongst themselves to ensure that they are meeting the needs of the community to the best of their abilities.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

According to the U.S. Census 2018 American Community Survey there are 15,549 people (15.6% of the total population) in the Joplin area with a disability (civilian, non-institutionalized). The 65 and over category has the largest percentage of disabled population, and the 18 to 64 category has the largest number of disabled persons. Data indicates the need for specialized housing for disabled persons, particularly given the high prevalence of disabilities in the older population groups. The need for specialized housing is dependent on the type of disability. Such housing may be specialized in terms of physical modifications, sleeping accommodations, organizational structure, security monitoring, and staffing with applicable supportive services.

Most home features needed to allow independent living by persons with physical mobility disabilities can be incorporated into new construction without substantially altering the standard unit floor plan. Retrofitting an existing unit is a more expensive, and therefore less cost-effective alternative, but necessary for those disabled households which would like to comfortably "age in place" and not have to move from their long-time homes due to developing physical mobility limitations.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The state of Missouri Department of Mental Health offers on housing assistance options such as rental assistance, home purchasing program, home repair/weatherization assistance, home access modifications. The independent living resource center in Joplin offers programs that provide people with the tools to learn how to live independently including cooking, budgeting, reading and finding employment. They also offer disability assistance for improvements on homes for people with disabilities.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Through public service grants, the City of Joplin plans to assist the needs of special needs populations by offering grants to the organizations that serve them. Next year, reimbursement to the Homeless Coalition and Community Housing Resource Board will attempt to serve that need.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Through public service grants, the City of Joplin plans to assist the needs of special needs populations by offering grants to the organizations that serve them. Next year, reimbursement to the Homeless Coalition and Community Housing Resource Board will attempt to serve that need. Partnership with local organizations and participation through Coalition collaboration will hopefully provide assistance to those who need it.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

Through the 2020 Analysis of Impediments, the City has identified two specific avenues in which public policy could be improved.

Currently the City does not operate a rental inspection program. Converted single family homes, especially in aging neighborhoods, are a significant contributor to the affordable rental housing supply. The supply is concentrated in low to moderate income neighborhoods and according to the most recent CHAS data, rentals with housing condition has greatly increased since the last Consolidated Plan.

While measures need to be taken to maintain affordable units, measured enforcement through rental inspections would increase investment into maintaining the quality of housing stock, and encourage affordable rental development through reducing turn key supply of already deteriorated stock. In other words, multifamily development can take two years to create quality housing, while converting existing single family housing to rentals occurs on a much shorter timeframe without the incentive to maintain the property at the same standards as larger licensed developments without an inspection program. Inspections and enforcement will have to be measured to not create a sudden disruption in the affordable housing market.

More equitably enforcing the residential maintenance code through an inspection program should encourage quality and relatively affordable multi-family development by creating latent demand. Currently multi-family developments only consist of 6% of the rental stock and price per square foot is at or above the affordable range. The economy of scale of multi-family developments assists in affordability and the same price range in the housing stock is currently being supplied in single family conversion, many times multiple units added to a single unit structure.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The City of Joplin area consists of several strong industries and has the potential to easily expand in a number of emerging industries. The strongest industries in the Joplin area are food production and packaging, equipment and component manufacturing, and trucking and rail transportation. Several other industries providing much employment are agriculture, education, and health care. Furthermore, the regional economy has the workforce, attributes, and opportunities to easily expand into the emerging industries of advanced materials and composites, renewable and alternative energies, warehousing and distribution, shared services & re-shoring, corporate services, and tourism

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	99	24	1	0	0
Arts, Entertainment, Accommodations	2,250	4,219	12	11	-1
Construction	704	1,122	4	3	-1
Education and Health Care Services	4,102	9,965	22	26	4
Finance, Insurance, and Real Estate	725	1,313	4	3	0
Information	290	535	2	1	0
Manufacturing	3,009	5,341	16	14	-2
Other Services	698	1,183	4	3	-1
Professional, Scientific, Management Services	961	1,774	5	5	-1
Public Administration	0	0	0	0	0
Retail Trade	2,617	5,672	14	15	1
Transportation and Warehousing	1,109	3,195	6	8	2
Wholesale Trade	833	1,502	4	4	-1
Total	17,397	35,845	--	--	--

Table 39 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	26,795
Civilian Employed Population 16 years and over	24,780
Unemployment Rate	7.45
Unemployment Rate for Ages 16-24	22.23
Unemployment Rate for Ages 25-65	5.39

Table 40 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	4,785
Farming, fisheries and forestry occupations	1,145
Service	3,095
Sales and office	6,780
Construction, extraction, maintenance and repair	2,040
Production, transportation and material moving	1,760

Table 41 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	20,520	86%
30-59 Minutes	2,560	11%
60 or More Minutes	655	3%
Total	***23,735***	***100%***

Table 42 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1,280	184	1,315

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	5,290	635	2,180
Some college or Associate's degree	6,265	445	1,495
Bachelor's degree or higher	5,615	139	785

Table 43 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	4	80	179	203	470
9th to 12th grade, no diploma	575	544	574	1,195	715
High school graduate, GED, or alternative	1,635	2,120	1,805	4,185	3,040
Some college, no degree	3,600	2,084	1,305	3,155	1,795
Associate's degree	153	500	480	710	385
Bachelor's degree	500	1,450	1,380	1,630	825
Graduate or professional degree	30	570	500	1,015	690

Table 44 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	47,765
High school graduate (includes equivalency)	74,641
Some college or Associate's degree	89,113
Bachelor's degree	111,650
Graduate or professional degree	166,597

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The three largest employment sectors in the Joplin Area are education and health care (22% share of employment), manufacturing (16% share of employment) and retail trade (14% share of

employment). Qualitatively, this makes sense, as the jurisdiction contains two regional hospitals, a major school district, several large manufacturing plants, and a number of large retail stores. Combined, these three sectors make up 52% of the area's employment. Also of note, are the arts, entertainment, and accommodation and transportation industries which made up 12% and 6% of the sector's employment profile, respectively.

Describe the workforce and infrastructure needs of the business community:

With large manufacturing and health care industries, it is important that the City of Joplin workforce is properly trained and businesses have their infrastructure needs met. Two main goals of the community moving forward is to achieve both of these outcomes. Increased and improved infrastructure is one desire we have heard from our manufacturing sector. In addition, during the City of Joplin's public meetings, a number of comments were received regarding Main Street development and Eastown Development. These concerns have been heard and will be addressed through multiple funding sources.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Joplin has a regional comparative advantage for warehousing and distribution. A focus of economic development plans are to support this sector. Downtown revitalization has been and will continue to be a focus for local business development, and the desire is to further expand a similar revitalization along the Broadway Ave corridor in Eastown.

Census tract 101, and LMI area, has been designated an Opportunity Zone and it is hoped that will spur investment in that area which includes a part of Downtown and Eastown.

As part of the Disaster Recovery program, the City of Joplin through the Chamber of Commerce operates a job training center and business incubator. Further, the local university plans to open a Downtown Campus at the site of the former public library.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

One need identified by the City of Joplin Chamber of Commerce is the lack of workforce development sites. For all of the area's manufacturing plants (and additional companies with expressed interest) it is important that the workforce attains the proper training to work in the capacity expected. A large percentage of those currently in the City's workforce have received at least a high school degree. This is promising as it shows that workers in the area are receiving the minimum educational requirement for

many entry-level jobs in the area. It is important moving forward that the workforce has the necessary background or educational profile to attract potential business to the area.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

One need identified by the City of Joplin Chamber of Commerce is the lack of workforce development sites. Therefore, as part of the Disaster Recovery program the City has funded a training center. The purpose of the Center will be to train LMI individuals with the skills necessary for improved employment opportunities. The center will both encourage additional business development and improve the workforce's training.

In addition, the new Medical School (University of Kansas City) has attracted highly educated individuals to the area to receive additional medical school training. With an aging population and two regional hospitals, there is a high likelihood for students of this medical school to elect to remain employed in the area. The hope is that the school will bring development to the area and provide training to future health care providers of the area. In addition, the school is adding a dental school to further the training available in the medical field.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No, the Comprehensive Economic Development Strategy is managed by Harry S. Truman Coordinating Council.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The Comprehensive Economic Development Strategy is managed by Harry S. Truman Coordinating Council, a local non-profit. In the draft 2014 CEDS, the Coordinating Council identified a number of goals for the area in the future. These goals follow:

- Become a place to learn and advance
- Become a place to work and prosper
- Become a place to live and thrive
- Become a place to recognize and celebrate

The Coordinating Council plans to meet these goals through a number of objectives including the improvement of K-12 Education, improvement of existing business development, improvement of the quality of life and infrastructure, and promotion of community beautification.

Discussion

The City of Joplin has a very large and diverse economy with a lot of opportunity. Through workforce development, infrastructure improvements and the development of comprehensive strategies, the City of Joplin area could easily become a much larger and highly developed economy.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Census Blocks 101, 106, 108, and 110 (located in the center of the City) have a number of the housing problems notated in the needs section of this plan.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Eastern Joplin tends to have a larger concentration of minority populations. In addition, the low-moderate income census tracts listed above have higher concentrations than the rest of the City. The only census tract with any concentration of a racial minority greater than 10% is African Americans in Census Tract 110.

What are the characteristics of the market in these areas/neighborhoods?

Increased concentrations of racial or ethnic populations are frequently not due to steering by real estate or lending agents as examined by the 2020 Analysis of Impediments. These are the neighborhoods with the oldest and deteriorating housing by census tract, although there are many neighborhoods that would meet the same definition but are in census tracts that do not meet the LMI threshold.

Are there any community assets in these areas/neighborhoods?

These areas include a number of resources that are used by a large share of the City's citizens. Examples include the Boys and Girls Club, Downtown Joplin, schools including North Middle School, and the City of Joplin's Public Works and Recycling Centers. There are many other resources and organizations operating in these areas.

Are there other strategic opportunities in any of these areas?

The Census Tracts identified above contain historic properties and historic value. The Murphysburg District, which was recently placed on the Historic Register is located in these areas. These areas will serve as sites for future neighborhood revitalization activities. Through coordination with local non-profits and other groups, the City of Joplin Staff, and local businesses the hope is to improve the livability and characteristics of these otherwise poorly thought of areas. Replication of these early successes plan to be replicated in the Eastown historic neighborhood.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The need is high due low quality of service, especially in LMI neighborhoods. According to the 2018 ACS, 71% of the City has access to broadband internet. Lack of access is highest in the LMI neighborhoods.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The need is high for the City currently only has one residential broadband provider. While the service meets the definition for broadband provider the level of service is not comparable to other services available in other jurisdictions and would be enhanced with greater competition.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The principal increased natural hazards due to climate change are tornadoes and flooding. The likelihood of more frequent and intense storms generating tornadoes is higher under most climate change models. The City has adopted the most recent building codes for wind resistant construction. The City has also been experiencing far more rain in recent years. The City has begun reevaluating the flood insurance rate maps (FIRMs) in the areas of the City where the FIRMs indicate floodplains in neighborhoods.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The LMI neighborhoods are largely located outside of areas of potential flooding. They tend to be older neighborhoods built on high elevations compared to much of the City.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section contains the Strategic Plan for Housing and Community Development that will guide the City of Joplin's allocation of HOME and Community Development Block Grant funding during the 2020-2024 planning period.

The City of Joplin's goals for the 2020-2024 period focus on a number of identified high priority needs and has targeted available resources toward several specific goals that are designed to address those needs. These needs include housing assistance for low income persons, the elderly, homeless, and special needs persons, public improvements and facilities for low and moderate income persons.

These goals primarily focus on helping residents maintain and improve their quality of life in the City of Joplin. To this end, the City of Joplin will continue to build on successful projects and programs that meet the needs of low and moderate income residents. Utilizing a variety of resources, the City will focus its efforts towards neighborhood-level development. Projects selected for funding in the five year period will be managed as efficiently as possible in order to address a wide range of issues that exist in the City of Joplin.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 46 - Geographic Priority Areas

1	**Area Name:**	Main Street
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Commercial
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The Main Street development area is the area within two blocks east or west of main from 26th Street north to F Street.
	Include specific housing and commercial characteristics of this target area.	Main Street, using the parameters described is a diverse mix of historic and modern frontages. One of the main challenges with Main Street, however, is the poor infrastructure and lack of new businesses near the 26th Street intersection.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The City of Joplin has made great strides in the revitalization of Main Street under previous plans. Applications for the programs currently operating in the target area continue as revitalization expands to the remaining areas of the target area that have not been revitalized. New focus and public interest has been received in the 800 & 900 block specifically
	Identify the needs in this target area.	The Main Street Corridor runs along all of the target LMI Census tracts and is in the center (geographically) of the tornado and annual allocation redevelopment areas. One of the greatest needs of the area is Economic Development. A number of lots are vacant in the area due to the dislocation of businesses after the tornado and a lack of interest from previous owners in coming back.

	What are the opportunities for improvement in this target area?	One opportunity for improvement, as identified above, is in the infrastructure. Therefore, infrastructure will be a top priority moving forward in this target area's development. Second, would be the potential for a program to encourage business redevelopment. Such a project could allow the area to flourish.
	Are there barriers to improvement in this target area?	One of the largest barriers to improvement in this area is interest from previous or potentially new business owners. In order for the area to develop, there has to be developers and micro-enterprises willing to build there. Even with all of the planned infrastructure improvements, businesses have to want to start or come back. The Downtown Joplin Alliance has been great proponent of this target are and provides informational and marketing resources to local businesses.
2	**Area Name:**	Census Tract 110
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Census Tract 110 contains the area between 13th and C Streets and Main and Maiden Lane.
	Include specific housing and commercial characteristics of this target area.	This area is generally thought of as a low-income area in the City of Joplin. High crime rates, aging housing, and decreasing home value have made this a blighted area of the City.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Analysis of data of this area of the City of Joplin and consultation with stakeholders and city staff identified this as a high needs area. The area needs affordable housing constructed or existing stock rehabilitated to help residents.
	Identify the needs in this target area.	The area needs affordable housing constructed or existing stock rehabilitated to help residents.

	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
3	**Area Name:**	Census Tract 108
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Census Tract 108 is the area between 13th and 26th Streets and Main and Maiden Lane.
	Include specific housing and commercial characteristics of this target area.	The area has high crime, high vacancy and generally poor living conditions. However, with the City of Joplin's CDBG-DR allocation, numerous projects are taking place near 26th street that will help revitalize the immediate area. City projects in the Census Tract, then, will specifically focus on the area between 20th and 13th, as it contains the highest concentrations of need.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	Affordable housing, lower rates of crime, and heightened public welfare are all needs of this area of the City of Joplin.
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
4	**Area Name:**	Census Tract 106
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	

	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Census Tract 106 is the area ranging from 26th to 7th Streets and Connecticut to Main. This area was also heavily influenced by the 2011 tornado and has similar characteristics to the other target areas.
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
5	**Area Name:**	Census Tract 101
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Citizen involvement from this Census Tract tends to be high. Currently the Eastown Neighborhood is the currently focus of Community Development

	Identify the needs in this target area.	Infill housing and infrastructure
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
6	**Area Name:**	Citywide
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

Target districts were selected based on LMI Census Tracts and historic preservation areas. The three major Qualified Census Tracts in the City of Joplin are Census Tracts 101, 106, and 110. These three tracts have been the target of a number of housing projects in the past with HOME, NSP and CDBG

funds. However, the City will focus on more concentrated "neighborhood" approaches in the future. In focusing our efforts, we can make a bigger impact in the lives of individuals.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 47 – Priority Needs Summary

1	**Priority Need Name**	Safe Decent Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Census Tract 110 Census Tract 106 Census Tract 101 Census Tract 108
	Associated Goals	Provide safe, decent affordable housing

	Description	The Needs Assessment conducted during the Consolidated Planning process identified a number of areas in which affordable housing inventory could be improved. These included: the construction of larger, safer, energy efficient 3-bedroom homes, rehabilitation of existing owner-occupied inventory, and acquisition and rehabilitation of blighted properties.
	Basis for Relative Priority	The Needs Assessment Survey identified affordable housing as a major issue in the Joplin Area. Therefore, this goal is of high priority to the City moving forward over the course of the next five years.
2	**Priority Need Name**	Public Infrastructure and Facility Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

	Geographic Areas Affected	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108
	Associated Goals	Improve Infrastructure and Encourage Economic Dev.
	Description	Infrastructure improvements including but not limited to sidewalks, streets, water and sewer replacement. The City will specifically tailor these improvements to identified Improvement Districts based on previous plans and citizen input.
	Basis for Relative Priority	Previous master plans and action plans have all identified infrastructure as a major area of improvement in the City. Citizens and stakeholders have expressed interest in downtown and low-mod infrastructure throughout the City. The eventual goal will be to utilize both HOME and CDBG funds to make major infrastructure and housing improvements to areas in a relatively short amount of time.
3	**Priority Need Name**	Public Services for Low Income and Special Needs
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108
	Associated Goals	Improve Livelihood through Public Service Activity

	Description	Upto 15% of CDBG annual funding may be used towards public assistance. For this purpose, the City of Joplin will provide funding to local non-profit entities serving the Joplin City limits. Activities related to public services include but not limited to: ï¿· • basic social services to the homeless and low-to-moderate income persons; ï¿· • food and nutrition services for low-to-moderate income persons; ï¿· • domestic violence prevention and counseling services; ï¿· • job training and employment services for low-to-moderat income persons; ï¿· • health care and substance abuse services for low-to-moderate income persons; • childcare for low-to-moderate income persons; • services for senior citizens (62 and over exclusively); ï¿· • services for disabled persons; ï¿· services for homeless person; ï¿· • education programs for low-to-moderate income persons; ï¿· • crime prevention and dispute resolution programs; and ï¿· fair housing counseling. CDBG funds may be used to pay for labor, supplies and materials as well to operate and/or maintain the portion of a facility in which the public service is located. This includes the lease of a facility, equipment, and other property needed for the public service. To utilize CDBG funds for a public service, the service must be either a) a new service or b) a quantifiable increase in the level of an existing service which has been provided in the 12 months preceding the submission of the Consolidated Plan.
	Basis for Relative Priority	Meetings with local non-profits and stakeholders have identified homeless and other low-income populations needing public services to make life more decent and affordable. With the success of previous public service programs the City has offered, public services remain a high priority and important part of the Consolidated Plan.

Narrative (Optional)

Priority needs were identified through meetings with non-profits, citizen feedback and by master plans passed in the past by council ordinance.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Tenant Based Rental Assistance could be a useful program to implement in the City of Joplin due to the abundance of cost-burdened households. However, available annual allocation funding would not allow for the implementation of such a program. In other words, there are not enough funds available for TBRA.
TBRA for Non-Homeless Special Needs	Tenant Based Rental Assistance could be a useful program to implement in the City of Joplin due to the abundance of cost-burdened households. In the case of non-homeless special needs populations, Public Service Grants will help to fill the gap left by the absence of a macro-level TBRA program.
New Unit Production	The City has made improvements in the gap of affordable single-family housing within the City of Joplin following the 2011 Tornado, however, many of the HOME consortium members remain housing poor. The City of Joplin does have a gap in affordable rental production specifically for single individuals.
Rehabilitation	Despite the new housing constructed since the 2001 tornado, there are indicators that the housing condition on the whole has decreased and the need for rehabilitation has grown. A large percentage of the city's housing stock could be at risk of lead-based paint. Therefore, it is important to have an effective rehabilitation program to improve existing stock and provide safer living conditions for residents.
Acquisition, including preservation	Acquisition rehabilitation could serve a similar need for the City as owner-occupied rehab does. Do to the condition of the existing housing stock acquisition rehabilitation should be considered, however, there are few sub-recipients that currently operate a program.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 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	592,949	**0**	**0**	592,949	2,500,000	On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	501,439	**0**	**0**	501,439	2,000,000	On average, the City of Joplin receives a $400,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.

Table 49 - Anticipated Resources

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

The City of Joplin's CDBG and HOME allocations compliment a number of other federal, state and local resources. There is the potential for layering and coordinating with local non-profits in order to do more impactful projects. Examples might include revitalizing neighborhoods with the help of ESC who could also do projects with MHDC funds. Other examples are Public Works grants for infrastructure and roads through MoDOT. The City currently has a balance of HOME match. To maintain the balance the City regular waives permit fees for HOME eligible projects.

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 is examining change in policy to donate lots to non-profits or other stakeholders for projects or development. Currently the City is identifying a hand-full of sites for this purpose. There are many City lots located in target areas for community development. The City is cleaning titles for the purpose of housing. The City is also coordinating with the County to acquire lots in the County Trust.

Discussion

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

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.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Joplin	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction of Joplin, Jurisdictions of the HOME Consortium
One Joplin	Coalition	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services Rental	Region
JOPLIN AREA HABITAT FOR HUMANITY	Non-Profit	Ownership Rental	Region
Joplin Economic Housing Development Initiative	CHDO	Ownership Planning Public Housing Rental	Region
ECONOMIC SECURITY OF SOUTHWEST AREA	CHDO	Ownership Planning Public Housing Rental	Region
ECONOMIC SECURITY CORPORATION	Non-profit	Homelessness Ownership Planning Public Housing Rental	Region

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The activities that will be carried out in the consolidated plan will primarily be completed by the City of Joplin. The City uses non-profit organizations like Economic Security Corporation and Habitat for Humanity as developers. In other words, the City assumes the role as responsible entity and uses these non-profit organizations to identify and serve low-moderate income families using the HUD allocation. Coalitions act to greatly enhance the institutional structure. Organizations such as One Joplin and the Homeless Coalition act to enhance coordination and collaboration creating projects end enhancing program delivery with or without funds provided through this plan, as well as piloting new programs that once are successfully implemented can be expanded through potential funding through CDBG and HOME funding though coalition member sub-recipients.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	X
Mobile Clinics			
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other			

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The delivery of listed services meets the needs of the homeless individuals and families when they are referred to providers who offer the services. In instances where the homeless are identified through outreach, interaction includes information on services. Assessments for homeless and at risk of homelessness are provided through the Coordinated Entry Program.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Since the last Consolidated Plan the Homeless Coalition has implemented a Coordinated Entry program that acts as a centralized referral system. Coordinated entry is funded by the CDBG program and further referrals occur though the One Joplin Coalition members.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City continues to send representation to the Homeless Coalition and One Joplin Coalition. The City acts in advisory and supportive roles.

SP-45 Goals - 91.415, 91.215(a)(4)

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	Census Tract 110 Census Tract 106 Census Tract 101 Census Tract 108 Citywide	Safe Decent Affordable Housing	CDBG: $0 HOME: $2,000,000	Homeowner Housing Added: 20 Household Housing Unit Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2020	2024	Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Infrastructure and Facility Improvements	CDBG: $2,500,00 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 80 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Improve Livelihood through Public Service Activity	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108 Citywide	Public Services for Low Income and Special Needs	CDBG: $250,000	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Homelessness Prevention: 200 Persons Assisted Jobs created/retained: 25 Jobs

Table 52 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide safe, decent affordable housing
	Goal Description	Provide assistance to low to moderate income households with the ability to afford decent housing.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Funding and projects will focus on preserving and improving area neighborhoods and districts that are of at least 51% low to moderate income.

3	**Goal Name**	Improve Livelihood through Public Service Activity
	Goal Description	Provide up to 15% of the City's annual CDBG funding for public assistance. The City must either be a new service or continuation of a necessary one. Previous activities have included the funding of the Homeless Coalition's HMIS system or continued support of the Community Housing Resource Board.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Joplin will assist extremely low-income, low-income and moderate income families who meet the existing HUD income restrictions with programs such as new construction, acquisition, and rehab programs for homeowners. It is estimated that the district will serve more than 40 households during the five-year (2020-2024) period.

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

There is no Section 504 Voluntary Compliance Agreement, and the Joplin Housing Authority has always complied with the necessity of providing above the minimum number of accessible units in all developments.

Activities to Increase Resident Involvements

All residents are notified via direct mail of any and all public hearings required for any proposed activity as required by HUD for consultation with tenants, as well as other matters affecting their tenancy. The City has also utilized the media (through press releases) to communicate upcoming public meetings and events.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable since the housing authority is not designated as troubled.

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

Based on the recommendation of the Community Housing Resource board the City has identified four objectives to further fair and affordable housing. 1) The City needs to designate Community Development as point of contact for Fair Housing and affordable housing inquiries and act as referral. 2) Implement a rental inspection program to address growing substandard housing. 3) Promote and encourage ADA/Universal design. 4) Widen range of price of available affordable housing.

2020-2024 Consolidated Plan goals and projects will attempt to address these barriers. . The City will place Fair Housing brochures from the website along with other Citizen Informational Series within City Hall.

A Fair Housing proclamation, symposium and poster contest were held during the month of April annually to bring awareness to the issue of Fair Housing.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City plans to continue the homeowner support programs. These programs assist homeowners with rehabilitation up to $25,000 in terms of accessibility, energy efficiency and/or code violations.

In addition, the City will also continue its new construction program. This program utilizes HOME funds to provide an income-eligible applicant with a safe, affordable home. The City is normally able to construct between three to five new homes through this type of activity. Through CHDO involvement, the City can enhance rental supply for the needs discussed above. Additional CHDO's are being added to the program to add flexibility and address specific affordable housing needs.

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

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

While the City of Joplin does not directly administer or monitor the Homeless Coalition or its members, the City does cooperate with them in the assessment of homeless needs and the development of future strategies. The Homeless Coalition uses substantial street outreach as part of their strategy and the City funds Coordinated Entry which is used to asses individuals and refer based on need.

Addressing the emergency and transitional housing needs of homeless persons

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

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

The goal of safe decent affordable housing aims to assist those who may not be able to afford or upkeep their home. The City's annual housing projects may help to assist those who are looking for a place to live or are at risk of becoming homeless. Through our annual contribution to the Homeless Coalition's invoice for their HMIS System and funding Coordinated Entry, we can help to collect more accurate data on area homeless needs.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Economic Security Corporation, acting as leas entity for the Homeless Coalition, acts as the referral agency for system of care for publicly funded Institutions. Coordinated entry is operated by Economic Security as part of the Homeless Coalition.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Joplin's plan for reducing lead-based paint hazards includes the following activities:

- The evaluation and potential reduction of lead-based paint hazards will be conducted during rehabilitation projects, if needed. Lead paint evaluations will also be conducted on each house purchased through the Homeownership Assistance Program.
- All pre-1978 homeowners will be provided the EPA pamphlet “Protect Your Family from Lead in Your Home” regarding potential lead-based paint hazards.
- All pre-1978 homes purchased with LMI Homebuyers assistance will have a Lead Based Paint visual examination completed.
- The Jasper County Health Department and the Joplin City Health Department provides blood lead testing for children between the ages of 6 and 72 months and for pregnant or nursing mothers screening is done through the Women, Infants, and Children (WIC) program and by request.

How are the actions listed above related to the extent of lead poisoning and hazards?

For all structures constructed prior to 1978, all work performed on areas that potentially contain lead-based paint shall be tested. If lead based paint is positively identified, if expending $25,000 or less, the disturbed surfaces shall be mitigated and lead-safe work practices will be incorporated into the project.

How are the actions listed above integrated into housing policies and procedures?

The City utilizes HUD's LBP policies and procedures into our own policies for all housing projects. On all rehabilitation projects (both housing and commercial) on structures built before 1978, regulations are carefully followed to ensure the safety of the applicant and any workers taking part in the project.

All of the information listed above is located within the Policy and Procedures manuals and/or must be addressed in applications for funding. Tier II environmental reviews will identify whether or not there is potential for lead based paint hazards.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

There are many antipoverty programs offered by local agencies in Joplin area. The antipoverty goals and strategies are to help individuals and families rise above the poverty level, become self-sufficient, and eliminate barriers to success. Local non-profit organizations may be able to apply for funds for new services or quantifiable increase to existing services. The City collaborates though organizations such as the One Joplin Coalition for program delivery. The Once Joplin Poverty Team actively and collaboratively works on projects to meet the goals of eliminating homelessness, reducing area evictions, and enhancing affordable housing supply. Current projects include coordinating street outreach, a landlord/Tenant education program, and a micro-housing pilot program.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Affordable housing needs are regularly reassessed, and funding adjusted to areas of highest demand. However, providing housing alone cannot address the goal of reducing poverty. Therefore, coordinating with social service providers, education and outreach are the needed components to address poverty and enhance self-sufficiency. This is accomplished through coordination with Coalition partners and sub-recipients to adjust programs to the needs being identified by local non-profits and their clients.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Planning, Development, and Neighborhood Services staff shall monitor all Subrecipients to ensure program and regulation compliance. Staff will utilize both desk and on-site monitoring to assess the quality of program performance and subrecipient compliance. Monitoring of Subrecipients shall concentrate on program, financial, and regulatory performance of the subrecipients. In conducting a monitoring review, staff will reference and utilize materials provided by HUD in their Subrecipient Compliance trainings. Staff may also consider relevant information pertaining to a recipient's performance gained from other sources.

Expected Resources

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

Introduction

The City of Joplin typically uses its CDBG and HOME allocations towards forwarding the three primary goals of HUD: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons. The City accomplishes these goals through a number of different types of projects and activities. For FY2020, the City's allocation amounts are

$501,439.00 for HOME and $592,949.00 for CDBG.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	592,949	**0**	**0**	592,949	2,500,000	On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	501,439	**0**	**0**	501,439	2,000,000	On average, the City of Joplin receives a $400,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.

Table 53 - Expected Resources – Priority Table

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

matching requirements will be satisfied

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

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

The City will on occasion donate lots to non-profits or other stakeholders for projects or development. The City is also coordinating with the County to provide lots for affordable housing.

Discussion

Using the City's annual allocations over the course of the next five years, the City's goal will be to develop and revitalize the low-mod areas of the community. By combining multiple funding sources into concentrated, blighted areas of the City, the City hopes to maximize efficacy.

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	Consortium	Safe Decent Affordable Housing	HOME: $451,295	Homeowner Housing Added: 6 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 Citywide	Public Infrastructure and Facility Improvements	CDBG: $407,359 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Facade treatment/business building rehabilitation: 2 Business Jobs created/retained: 42 Jobs Businesses assisted: 1 Businesses Assisted
3	Improve Livelihood through Public Service Activity	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Services for Low Income and Special Needs	CDBG: $67,000	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted Homelessness Prevention: 200 Persons Assisted

Table 54 – 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 Eastown Neighborhood, a Low-Mod area.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Providing for the repair and rehabilitation of infrastructure in eligible neighborhoods. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer and stormwater systems. Façade grants will also be made available in Downtown Main Street target area.
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.

AP-35 Projects - 91.420, 91.220(d)

Introduction

#	Project Name
1	CDBG Planning & Administration
2	HOME Planning & Administration
3	Public Service Activities
4	Infrastructure
5	Homeowner Rehabilitation
6	CHDO New Construction
7	Façade Grant

Table 55 – Project Information

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

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Infrastructure
	Target Area	Census Tract 101
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $332,359.20
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The City of Joplin seeks to improve the livelihood of the low-moderate income families living within the census tract through infrastructure improvements. Through the improvements, the City may benefit an estimated 300 households and numerous others through this area benefit.
	Location Description	The City of Joplin will continue its infrastructure improvements in the East Town neighborhood. The area is classified as a Low-Mod Census Tract.
	Planned Activities	Infrastructure improvements including: sidewalk and road improvements, sanitary sewer, and storm water management in a low-mod census tract. The goal is to improve walkability, accessibility and living conditions for the low-moderate income population living within the census tract.
2	**Project Name**	Public Service Activities
	Target Area	Citywide
	Goals Supported	Improve Livelihood through Public Service Activity
	Needs Addressed	Public Services for Low Income and Special Needs
	Funding	CDBG: $67,000

	Description	Public Service Activities designed to serve the basic needs of underprivileged populations in the City of Joplin. Examples include reimbursement of the Homeless Coalition for their HMIS system and scholarships for Joplin Family Y Members who are low-moderate income.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The City will assist the area's Homeless Coalition in their use of their HMIS System and funding Coordinated Entry. By providing the funds for this system, the City will benefit the area homeless population.
	Location Description	
	Planned Activities	Reimbursement of the Homeless Coalition for the use of their HMIS system and pro-rata share of salary and fringe for Coordinated Entry personnel.
3	**Project Name**	CDBG Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	CDBG: $118,589.80
	Description	Administration and Planning Activities
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	General Administration which includes implementation of programs and salaries for staff and an allocation to support the Community Housing Resource Board, an organization that supports fair housing in the Joplin area.
4	**Project Name**	Façade Grant
	Target Area	Main Street
	Goals Supported	Encourage Economic Development
	Needs Addressed	Facility improvement
	Funding	CDBG: $75,000.00
	Description	50% reimbursement for façade improvements in the eligible downtown area.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	2 storefronts rehabilitated
	Location Description	Main Street Target Area
	Planned Activities	
5	**Project Name**	CHDO New Construction
	Target Area	Consortium wide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $341,295.10
	Description	Construction of housing through partnership with the City of Joplin's designated Community Housing Development Organizations, Economic Security Corporation and Joplin Economic Housing Development Initiative.

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Four low-moderate income family will be provided with safe, decent and affordable housing through this project and its activities.
	Location Description	
	Planned Activities	New Construction of one new home or rental for a low-moderate income family through a CHDO agreement.
6	**Project Name**	Owner Occupied Rehabilitation
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $110,000.00
	Description	Funding will be provided to Economic Security Corporation who will act as a subrecipient and manage an owner-occupied housing rehabilitation program on behalf of the City of Joplin.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	These funds will be used towards the rehabilitation of at least three homes of low-moderate income households.
	Location Description	Consortium wide
	Planned Activities	A rehabilitation activity managed by Economic Security Corporation where the goal will be the rehabilitation of at least four owner-occupied units.
7	**Project Name**	HOME Project Administration
	Target Area	Citywide

	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	HOME: $50,143.90
	Description	Pro-rata share of Planning/Community Development staff, overhead, and administrative costs.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the Joplin Consortium's HOME projects and activities.

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

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

Geographic Distribution

Target Area	Percentage of Funds
Tract 101	**60%**
Main Street	**12%**

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Many of the programs as part of this plan are citywide and household application initiated. Therefore, the remainder of the funds that can be geographically directed are being focused in the target areas of Main Street and Census Tract 101.

Discussion

Census tract 101 encompasses the LMI neighborhood of East Town. This neighborhood is relatively large and has been the focus of Community Development in past plans. The City will continue to focus infrastructure improvements in this neighborhood until infrastructure is satisfactory and indicators in increased investment are measured.

Similarly, the revitalization of the Mainstreet Target area has seen relative success. To progress, funding is allocated in the areas not yet reached to further promote the downtown.

Affordable Housing

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

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	8
Special-Needs	0
Total	8

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	4
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	8

Table 58 - 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 275 public housing units and oversees 582 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 Housing Authority has initiated a process to convert Public Housing homes to the Rental Assistance Demonstration and Section 18 programs, to take advantage of financial and regulatory opportunities that will benefit the agency and the community. The Housing Authority has already received two Commitments to enter into Housing Assistance Payments (CHAPs) approving their applications.

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

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

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 an increase in the unsheltered. In previous years surveys the coalition found that an unusual number of homeless are not from the area as compared to previous years, while in the last year increases have been found among seniors.

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

Currently the Homeless Coalition is working on streamlining policy and procedure to improve Coordinated Entry.

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

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

The Homeless Coalition provided the following information regarding their services:

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

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

service providers.

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

Outreach also happens 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.

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 City has Conducted the 2020 Analysis of Impediments to Fair housing and has updated action to be taken under the plan.

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 progress on objectives laid out in its Analysis of Impediments to Fair Housing. The City is evaluating the current Surplus Land Policy to make available to affordable housing developers and non-profits lands currently in possession of the City. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Code updates will be addressing setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had difficulty in landlords accepting housing choice vouchers. The City of Joplin has completed the Joplin Bungalows project with Economic Security Corporation for $4,000,000 of CDBG-DR assistance in the construction of low-income elderly bungalows. This development will be accepting vouchers administered by the Public Housing Authority.

Action identified in the most recent Analysis of Impediments include: 1) The City needs to designate Community Development as point of contact for Fair Housing and affordable housing inquiries and act as referral. 2) Implement a rental inspection program to address growing substandard housing. 3) Promote and encourage ADA/Universal design. 4) Widen range of price of available affordable housing.

Discussion

The City has identified the need for a more holistic approach to addressing barriers to affordable housing. Therefore, further progress will be coordinated with area partners and outreach through Coalitions.

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

Introduction

Actions planned to address obstacles to meeting underserved needs

FY2020 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. 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 next 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. The City Manager is City staff representative to the One Joplin steering team and the Community Development Planner is co-chair on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team Housing Sub-Committee is beginning construction 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

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

Total Program Income 0

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 five-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.

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

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

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

Appendix - Alternate/Local Data Sources

1	**Data Source Name** Test
	List the name of the organization or individual who originated the data set.
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2020-005 – 2020–2024 Consolidated Plan & 2020 Action Plan.

MEETING DATE
April 20, 2020

REVIEWED BY
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY
The following is a resolution that authorizes the filing of a Five-Year Consolidated Plan and 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(s) 2020 - 2024.

BACKGROUND
The Five-Year Consolidated Plan identifies the needs and goals that will guide annual Action Plans over the next five years. 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 (December 9, 2019 at the Homeless Coalition/Southwest Missouri Alliance and February 4, 2020 at Joplin Public Housing Authority); Two 30-day public comment periods (December 10, 2019 – January 8, 2020 & February 8, 2020 – March 5, 2020); Consultation with the Community Housing Resource Board - December10, 2019; One Joplin Poverty Team Meeting - February 13, 2020; One Joplin Housing Sub-Team - February 27, 2020; Joplin HOME Consortium Meeting – March 12, 2020.

Final FY2020 allocations from HUD are $592,949.00 in CDBG Entitlement funds and $501,439.00 in HOME Consortium funds.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
2020 Action Plan Quick Glance
Exhibit "A" 2020-2024 Consolidated Plan
Resolution No. 2020-005

RESOLUTION NO. 2020-005

A RESOLUTION authorizing the filing of a Five-year Consolidated Plan and 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(s) 2020 to 2024; and authorizing the City Manager to execute said Plans 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 Five-Year Consolidated Plan for fiscal years 2020 to 2024 for the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program with the U.S. Department of Housing and Urban Development; a copy of said Plan being attached hereto and incorporated herein as Exhibit "A".

Section 2: That the City of Joplin file a One Year Action Plan for fiscal year 2020 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $592,949.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $501,439.00 with the U.S. Department of Housing and Urban Development; a copy of said Plan being attached hereto and incorporated herein as Exhibit "A".

Section 3: 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.

The City Clerk is hereby ordered to file this Resolution in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

JOPLIN CITY COUNCIL
APRIL 6, 2020
MEETING MINUTES

CALL TO ORDER

The April 6, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mayor Shaw.

ROLL CALL

Answering Roll Call via teleconference were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Ryan Stanley and Phil Stinnett. (Mayor Gary Shaw was at the dais). Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Terrian Williams withdrew her request to speak about a lockdown of Joplin.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mrs. Colbert-Kean, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9.

Minutes of the March 16, 2020 City Council meeting

Minutes of the March 18, 2020 Special City Council meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2020-124

Mr. Stinnett introduced Council Bill No. 2020 - 124 - an ordinance approving a construction agreement with Emery Sapp & Sons, Inc. in the not to exceed amount One Hundred Forty-Five Thousand One Hundred Eighty-Two and 50/100 Dollars, ($145,182.50) for the construction of the Jaguar Road Extension project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No., 2020-124 be approved on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9The Council Bill was declared adopted and entitled **Ordinance No. 2020-042**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional Requests to Address Council:

Christopher Rouse, 2006 E. Whitney Way, Joplin, addressed Council regarding the unconstitutionality of the Stay-at-Home Order and requested the Mayor and Council rescind it. City Attorney Peter Edwards responded that the Supreme Court has held that a city can take targeted action to protect compelling interests even when it limits constitutional rights and the City is on solid legal footing by having a Stay At Home Order.

Marcia Long, 1611 E. 50th St. Joplin, addressed Council regarding the construction of the roundabout and street widening at 44th and Connecticut. Her request stated the construction is causing serious water problems for the area south of 44th St. David Hertzberg, Public Works Director responded that the design engineering firm that's on contract is reviewing the design and looking at the private property owner's runoff. The consultant will verify that when the construction is completed the project will not discharge any additional water.

Updates from Dan Pekarek, Health Director:

- Reminder, please continue washing hands for at least 20 seconds often throughout the day. This is the single most important thing you can do to try to avoid the virus. Avoid touching your face and eyes. Dispose of used tissues; practice safe distancing; limit trips out of home/residence to limit exposure. Stay home if you have symptoms: 100.4 temp; dry cough; shortness of breath. Contact your medical provider if symptoms worsen. Check on neighbors or others who are unable to perform essential tasks.
- Second case of COVID-19 was reported in the city. Increasing cases in the county health dept. One person in isolation; one person in quarantine.
- In case our local hospitals are overrun with critical care patients affected by COVID-19, the governor has selected the Leggett and Platt Center as a possible alternate care facility for patients who don't need a high level of care.
- The Freeman/Mercy Call Center information line is 327-6444

News from the Public Information Officer, Lynn Onstot

- Reminder that the April 7, 2020 municipal election has been postponed until June 2, 2020.
- Republic Services will continue residential waste collection with the following modifications: All trash must be bagged and placed in a Republic cart
- The transfer station will be closing tomorrow (April 7, 2020).

There being no further business, the meeting was adjourned at 6:36 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2020-004 – Amending the 457 Plans to allow for participant loans and Roth investment opportunities and allowing for the temporary changes under the CARES Act

MEETING DATE
April 20, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2020-004; Exhibit "A" Nationwide amended 457 Plan Agreement; Exhibit "B" Nationwide Loan Procedures Form; Exhibit "C" Nationwide CARES Act election form; Exhibit "D" ICMA Loan Guidelines Agreement; Exhibit "E" ICMA Statement of Intent-Roth Provisions; Exhibit "F" ICMA CARES Act election form

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Dave Allgood; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution allows participant loans from the employee elective 457 plans, adds a Roth Investment Option and allows for the temporary changes under the CARES Act to ICMA and Nationwide.

BACKGROUND
City employees recently requested an amendment to the 457 plans to allow for participant loans. Under this amendment, employees will be allowed to borrow from their 457 plan without paying taxes on the loan amount. The interest is repaid to the employee's retirement account, along with the original loan amount upon repayment. There is no administration by the City. The loan is administered by ICMA or Nationwide for a specified fee.

City employees also requested an amendment to the 457 plans to allow for a Roth post-tax investment option to the 457 plans. This will be a one-time setup in the payroll system and is common for municipalities to offer as an elective retirement option to employees to assist with attraction and retention of qualified employees.

Finally, the Coronavirus Aid, Relief, and Economic Security (CARES) Act allows for certain temporary changes to 457 plans with approval by the Employer. Qualified individuals are allowed tax-favored coronavirus-related distributions up to $100,000.00 until December 31, 2020 from their individual 457 plan, expanded access to loans for 180 days after enactment of the law, and a waiver of the 2020 required minimum distribution.

This resolution will approve adding the option for participant loans, a Roth post-tax investment option, as well as the temporary relief options under the CARES Act.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2020-004

A RESOLUTION amending the authorized employee elective 457 Plans to allow for participant loans and Roth investment opportunities and to allow for temporary changes to 457 Plans as authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

WHEREAS, the City of Joplin has employees rendering valuable services; and,

WHEREAS, the City of Joplin has established two deferred compensation plans, known as ICMA-RC and Nationwide Retirement Solutions, for employees that serves the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and,

WHEREAS, the City of Joplin has determined that the continuance of the deferred compensation plan will serve these objectives; and,

WHEREAS, employees have expressed the desire for the City to add the option of participant loans from their 457 plan and a Roth investment option under the 457 plans; and,

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act allows certain relief to qualified participants with approval by the Employer; and,

WHEREAS, the City Council of Joplin, Missouri desires to add these options to both authorized 457 plans, as well as allow qualified employees the ability to apply for the specified relief under the CARES Act relative to said 457 plans.

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

Section 1. That the Nationwide Retirement Solutions Agreement form of amended 457 Plan and Trust is hereby approved and adopted and that the City Manager is hereby authorized and directed to execute said Agreement form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 2. That the Nationwide Retirement Solutions Loan Procedures form is hereby approved and adopted and that the City Manager is hereby authorized and directed to execute said Procedures form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "B", by and on behalf of the City of Joplin, Missouri.

Section 3. That the Nationwide Retirement Solutions CARES Act election form is hereby approved and adopted and that the City Manager is hereby authorized and directed to execute said election form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "C", by and on behalf of the City of Joplin, Missouri.

Section 4. That the ICMA-RC Loan Guidelines Agreement form is hereby approved and adopted and that the City Manager is hereby authorized and directed to execute said Agreement form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "D", by and on behalf of the City of Joplin, Missouri.

Section 5. That the ICMA-RC Statement of Intent-Roth Provisions form is hereby approved and adopted and that the City Manager is hereby authorized and directed to execute said Agreement form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "E", by and on behalf of the City of Joplin, Missouri.

Section 6. That the ICMA-RC CARES Act election form is hereby approved and adopted and that the City Manager is hereby authorized and directed to execute said election form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "F", by and on behalf of the City of Joplin, Missouri.

Section 7. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 20th day of April 2020.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

EXHIBIT "A"

ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER **(1.11)**.

Name: City of Joplin

Address: 602 S Main St
Street

Joplin (City) Missouri (State) 64801-2316 (Zip)

Telephone: (417) 624-0820

Taxpayer Identification Number (TIN): 44-6000196

2. PLAN NAME.

Name: City of Joplin 457(b) Deferred Compensation Plan

3. PLAN YEAR **(1.25)**. Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every *(Choose one of a. or b. and choose c. if applicable)*: [*Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."*]

a. [X] **December 31.**

b. [ ] **Plan Year:** ending: _____.

c. [ ] **Short Plan Year:** commencing: _____ and ending: _____.

4. EFFECTIVE DATE **(1.08)**. The Employer's adoption of the Plan is a *(Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable)*:

a. [ ] **New Plan.**

b. [X] **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. [X] October 17, 2005 *(enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)*

Restatement Effective Date *(If this is an amendment and restatement, enter effective date of the restatement.)*

d. [X] March 12, 2020 *(enter month day, year)*

Special Effective Dates: *(optional)*

e. [ ] **Describe:** _____.

5. CONTRIBUTION TYPES. *(If this is a frozen Plan (i.e., all contributions have ceased), choose a. only)*:

Frozen Plan

a. [ ] **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

1. **Effective date of freeze:** _____ [*Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.*]

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Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan *(Choose one or more of b. through d. if applicable)*:

b. [X] **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement *(Choose one or more as applicable.)*:

And will Matching Contributions be made with respect to Elective Deferrals?

1. [ ] **Yes.** See Question 16.
2. [X] **No.**

And will **Roth Elective Deferrals** be made?

3. [X] **Yes.** [*Note: The Employer may not limit Deferrals to Roth Deferrals only.*]
4. [ ] **No.**

c. [ ] **Nonelective Contributions.** See Question 17.

d. [X] **Rollover Contributions.** See Question 30.

6. EXCLUDED EMPLOYEES **(1.10)**. The following Employees are Excluded Employees and are not eligible to participate in the Plan *(Choose one of a. or b.)*:

a. [X] **No exclusions.** All Employees are eligible to participate.

b. [ ] **Exclusions.** The following Employees are Excluded Employees *(Choose one or more of 1. through 4.)*:

1. [ ] **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
2. [ ] **Hourly-paid Employees.**
3. [ ] **Leased Employees.** The Plan excludes Leased Employees.
4. [ ] **Specify:** _____.

7. INDEPENDENT CONTRACTOR **(1.16)**. The Plan *(Choose one of a., b. or c.)*:

a. [X] **Participate.** Permits Independent Contractors to participate in the Plan.

b. [ ] **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

c. [ ] **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

_____.

[*Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.*]

8. COMPENSATION **(1.05)**. Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition *(Choose one of a., b. or c.)*:

a. [X] Wages, tips and other compensation on Form W-2.

b. [ ] Code §3401(a) wages (wages for withholding purposes).

c. [ ] 415 safe harbor compensation.

[*Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125,132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.*]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows *(Choose one of d. or e.)*:

d. [X] **No modifications.** The Plan makes no modifications to the definition.

e. [ ] **Modifications** *(Choose one or more of 1. through 5.)*:

1. [ ] **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
2. [ ] **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.
3. [ ] **Bonuses.** The Plan excludes bonuses.

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4. [ ] **Overtime.** The Plan excludes overtime.

5. [ ] **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of f. or g.)*:

f. [X] **Plan Year.** The Employee's Compensation for the entire Plan Year.

g. [ ] **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

9. POST-SEVERANCE COMPENSATION **(1.05(F))**. Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.)*:

a. [ ] **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b. [X] **Adjustments.** The following Compensation adjustments apply *(Choose one or more)*:

1. [X] **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.

2. [X] **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.

3. [X] **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.

4. [ ] **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.

5. [ ] **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.

6. [ ] **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.

10. NORMAL RETIREMENT AGE **(1.20)**. A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.)*:

a. [ ] **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.*]

b. [X] **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*]

Special Provisions for Police or Fire Department Employees *(Choose c. and/or d. as applicable)*:

c. [X] **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. [ ] **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]

2. [X] **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*]

d. [X] **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. [ ] **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]

2. [X] **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*]

11. ELIGIBILITY CONDITIONS **(2.01)**. *(Choose one of a. or b.)*:

a. [X] **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b. [ ] **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.)*:

1. [ ] **Age.** Attainment of age _____.

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2. [ ] **Service.** Service requirement *(Choose one of a. or b.)*:

   a. [ ] **Year of Service.** One year of Continuous Service.

   b. [ ] **Months of Service.** _____ month(s) of Continuous Service.

3. [ ] **Specify:** _____.

12. PLAN ENTRY DATE **(1.24)**. "Plan Entry Date" means the Effective Date and *(Choose one of a. through d.)*:

a. [ ] **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

b. [ ] **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

c. [X] **Date of hire.** The Employee's employment commencement date with the Employer.

d. [ ] **Specify:** _____.

13. SALARY REDUCTION CONTRIBUTIONS **(1.30)**. A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code *(Choose one of a. or b.)*:

a. [X] **No limitations.**

b. [ ] **Limitations.** *(Choose one or more of 1., 2. or 3.)*:

   1. [ ] **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ *(specify dollar amount or percentage of Compensation)*.

   2. [ ] **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ *(specify dollar amount or percentage of Compensation)*.

   3. [ ] **Specify:** _____.

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

Special NRA Catch-Up Contributions (3.05). The Plan *(Choose one of c. or d.)*:

c. [X] **Permits.** Participants may make NRA catch-up contributions.

AND, Special NRA Catch-Up Contributions *(Choose one of 1. or 2.)*:

   1. [ ] will be taken into account in applying any matching contribution under the Plan.

   2. [ ] will not be taken into account in applying any matching contribution under the Plan.

d. [ ] **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan *(Choose one of e. or f.)*:

e. [X] **Permits.** Participants may make age 50 catch-up contributions.

f. [ ] **Does not permit.** Participants may not make age 50 catch-up contributions.

14. SICK, VACATION AND BACK PAY **(3.02(A))**. The Plan *(Choose one of a. or b.)*:

a. [X] **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

b. [ ] **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. AUTOMATIC ENROLLMENT **(3.02(B))**. Does the Plan provide for automatic enrollment *(Choose one of the following) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]*:

a. [X] **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

b. [ ] **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:

   1. [ ] **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.

   2. [ ] **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.

   3. [ ] **Describe Application of Automatic Deferrals:** _____.

c. [ ] **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. MATCHING CONTRIBUTIONS **(3.03)**. The Employer Matching Contributions is *(Choose one or more of a. through d.)*:

a. [ ] **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.

b. [ ] **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

c. [ ] **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate $ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

d. [ ] **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

e. [ ] **Plan Year.**

f. [ ] **Plan Year quarter.**

g. [ ] **Payroll period.**

h. [ ] **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

i. [ ] **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.

j. [ ] **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.

k. [ ] **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.

l. [ ] **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

m. [ ] **No allocation conditions.**

n. [ ] **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:

1. [ ] **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
2. [ ] **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. [ ] **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. [ ] **Specify:** _____.

17. NONELECTIVE CONTRIBUTIONS **(1.19)**. The Nonelective Contributions under Election 5c. are made as follows: *(Choose one)*:

a. [ ] **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

b. [ ] **Fixed - Pro Rata.** _____% of Compensation.

c. [ ] **Other.** A Nonelective Contribution may be made as follows:

_____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

d. [ ] **No allocation conditions.**

e. [ ] **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:

1. [ ] **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.

2. [ ] **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

3. [ ] **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4. [ ] **Specify:** _____.

18. TIME AND METHOD OF PAYMENT OF ACCOUNT **(4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

a. [ ] **Specified Date.** _____ days after the Participant's Severance from Employment.

b. [X] **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.

c. [ ] **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.

d. [ ] **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.

e. [ ] **Specify:** _____.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

f. [X] **Lump sum.** A single payment.

g. [X] **Installments.** Multiple payments made as follows: as elected by the Participant.

h. [ ] **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.

i. [ ] **Annuity distribution option(s):** _____.

j. [X] **Specify:** Partial Lump Sum as elected by the Participant.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

k. [X] **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).

l. [ ] **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.

m. [ ] **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment *(Choose n. or o.)*:

n. [ ] **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.

o. [X] **Mandatory Distribution.** If the Participant's Vested Account is not in excess of $5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

1. [X] Mandatory Distribution. If the Participant's Vested Account is not in excess of $ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

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Exclusion of rollovers in determination of $5,000 threshold. In determining the $5,000 threshold (or other dollar threshold above), rollover contributions will be:

p. [X] **included.**

q. [ ] **excluded.**

19. BENEFICIARY DISTRIBUTION ELECTIONS. Distributions following a Participant's death will be made as follows *(Choose one of a. through d.)*:

a. [ ] **Immediate.** As soon as practical following the Participant's death.

b. [ ] **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.

c. [X] **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.

d. [ ] **Describe:** _____.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT **(4.05)**. A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options *(Choose one of a. or b.)*:

a. [ ] **None.** A Participant may not receive a distribution prior to Severance from Employment.

b. [X] **Distributions.** Prior to Severance from Employment are permitted as follows *(Choose one or more of 1. through 4.)*:

1. [X] **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)

2. [X] **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed $5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then *(Choose one of a., b. or c.)*:

   a. [X] **Participant election.** The Participant may elect to receive all or any portion of his/her Account.

   b. [ ] **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.

   c. [ ] **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed $_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds $_____ but that does not exceed $5,000.

3. [X] **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.

4. [ ] **Specify:** _____.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. QDRO **(4.06)**. The QDRO provisions *(Choose one of a., b. or c.)*:

a. [X] **Apply.**

b. [ ] **Do not apply.**

c. [ ] **Specify:** _____.

22. ALLOCATION OF EARNINGS **(5.07(B))**. The Plan allocates Earnings using the following method *(Choose one or more of a. through f.)*:

a. [X] **Daily.** See Section 5.07(B)(4)(a).

b. [ ] **Balance forward.** See Section 5.07(B)(4)(b).

c. [ ] **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.

d. [ ] **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.

e. [ ] **Directed Account method.** See Section 5.07(B)(4)(e).

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f. [ ] **Describe Earnings allocation method:** _____.

[*Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).*]

23. HEART ACT PROVISIONS **(1.31(C)(3)/3.13)**. The Employer elects to *(Choose one of a. or b. and c. or d.)*:

Continued Benefit Accruals.

a. [ ] **Not apply the benefit accrual provisions of Section 3.13.**

b. [X] **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

c. [X] **The Plan does NOT permit distributions for deemed severance of employment.**

d. [ ] **The Plan permits distributions for deemed severance of employment.**

24. VESTING/SUBSTANTIAL RISK OF FORFEITURE **(5.11)**. A Participant's Deferral Contributions are [*Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.*] *(Choose all that apply of a. through d.)*:

a. [X] **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:

1. [X] **All Contributions.** (skip to 25.)
2. [ ] **Only the following contributions.** (select all that apply):
   a. [ ] **Salary Reduction Contributions.**
   b. [ ] **Nonelective Contributions.**
   c. [ ] **Matching Contributions.**

b. [ ] **Forfeiture under Vesting Schedule.** Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule *(Choose one or more of 1., 2. or 3.)*:

1. [ ] **Salary Reduction Contributions.**
2. [ ] **Nonelective Contributions.**
3. [ ] **Matching Contributions.**
4. [ ] **Vesting Schedule.**

Years of Service	Vested Percentage
____	_____%
____	_____%
____	_____%
____	_____%
____	_____%

For vesting purposes, a "Year of Service" means:

5. _____.

[*Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.*]

c. [ ] **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. *(Choose one or more of 1., 2. or 3.)*:

1. [ ] **Salary Reduction Contributions.**
2. [ ] **Nonelective Contributions.**

3. [ ] **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows *(Choose one of 4. or 5.)*:

4. [ ] The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. [ ] **Specify:** _____.

Additional Provisions *(Choose d. if applicable)*

d. [ ] **Specify:** _____.

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: *(Choose one of the following)*:

e. [ ] **Additional Contributions.** As the following contribution type *(Choose one of 1. or 2.)*:

1. [ ] **Nonelective.** As an additional Nonelective Contribution.

2. [ ] **Matching.** As an additional Matching Contribution.

f. [ ] **Reduce Fixed Contributions.** To reduce the following fixed contribution *(Choose one of 1. or 2.)*:

1. [ ] **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2. [ ] **Matching.** To reduce the Employer's fixed Matching Contribution.

g. [ ] **Specify:** _____.

25. TRUST PROVISIONS. The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a. [ ] **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.

b. [ ] **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. CUSTODIAL ACCOUNT/ANNUITY CONTRACT **(8.16)**. The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) *(Choose a. or b., c. if applicable)*:

a. [X] **Custodial account(s).**

b. [X] **Annuity contract(s).**

c. [ ] **Specify:** _____.

[*Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.*]

27. VALUATION. In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) *(Choose one of a. or b.)*:

a. [ ] **No additional Valuation Dates.**

b. [X] **Additional Valuation Dates.** *(Choose one or more of 1., 2. or 3.)*:

1. [X] **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. [ ] **Last day of a specified period.** The last day of each _____ of the Plan Year.

3. [ ] **Specified Valuation Dates:** _____.

[*Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).*]

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28. TRUSTEE *(Select all that apply; leave blank if not applicable.)*:

a. [ ] Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

Address and Telephone number *(Choose one of 1. or 2.)*:

1. [ ] Use Employer address and telephone number.
2. [ ] Use address and telephone number below:

Address: _____
Street

_____
City State Zip

Telephone: _____

b. [ ] Corporate Trustee

Name: _____

Address: _____
Street

_____
City State Zip

Telephone: _____

AND, the Corporate Trustee shall serve as:

c. [ ] a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

_____

d. [ ] a Discretionary Trustee over all Plan assets except for the following:

_____

29. PLAN LOANS **(5.02(A))**. The Plan permits or does not permit Participant Loans *(Choose one of a. or b.)*:

a. **[ ] Does not permit.**

b. [X] **Permitted pursuant to the Loan Policy.**

30. ROLLOVER CONTRIBUTIONS **(3.09)**. The Plan permits Rollover Contributions subject to approval by the Plan Administrator and as further described below:

Who may roll over *(Choose one of a. or b.)*:

a. [ ] **Participants only.**

b. [X] **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution *(Choose one of c. or d.)*:

c. [ ] **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.

d. [X] **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

From any Eligible Retirement Plan eligible to be rolled into this Plan excluding non-Roth After-Tax contributions.

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Distribution of Rollover Contributions *(Choose one of e., f. or g.)*:

e. [X] **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.

f. [ ] **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.

g. [ ] **Specify:** _____

31. EACA Automatic Deferral Provisions **(3.14)**.

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

a. [ ] **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.

b. [ ] **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.

c. [ ] **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.

d. [ ] **Describe:** _____.

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

e. [ ] **Constant.** The Employer will withhold _____% of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

1. [ ] **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____ of Compensation.

2. [ ] **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

f. [ ] **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. [ ] A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. [ ] Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

a. [X] **Yes, allowed.**

33. **In-Plan Roth Rollover Transfers.**

a. [X] **Yes, allowed.**

© 2018

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: City of Joplin

By: _____ _____

DATE SIGNED

EXHIBIT "B"

Nationwide®

Nationwide Retirement Solutions
Governmental 457(b) Plan Loan Procedures

Plan Name: **City of Joplin 457(b) Deferred Compensation Plan**

Nationwide Retirement Solutions, Inc. ("NRS") agrees as the Administrative Service Provider to administer loans in accordance with the terms of these Plan Loan Procedures and the attached **"Plan Election Worksheet"** (see Addendum A) as approved by the Plan Sponsor of the Plan. The Plan Sponsor directs the Plan Administrator of the Plan to administer loans in accordance with this document. The Plan Sponsor or the Plan Administrator may amend these Plan Loan Procedures within any constraints placed by NRS. Any such amendments shall bind the Plan Sponsor and the Plan Administrator. The Plan Sponsor is encouraged to consult with legal advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor and Plan Administrator (collectively the "Client") acknowledge that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain the Plan's Loan Program. In such a case, NRS will provide the Client with timely notice of such changes as they become necessary.

The following Plan Loan Procedures shall govern Participant loans offered in the Plan Sponsor's 457(b) Plan ("Plan"):

1. **Loan Administration** - Client delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to and acceptance by the Plan Sponsor.

2. **Loan Eligibility** - Any Plan Participant, who falls into one of the employee statuses that the Client has elected, is eligible for a loan from the Plan. Each Participant is entitled to one outstanding loan from the Plan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest.

3. **Loan Initiation and Loan Application** - In order to receive a loan from the Plan, an eligible Participant must complete all required documents provided in the Loan Application and return them to NRS. Before a loan is issued, the Participant must enter into a legally enforceable Loan Agreement as provided by NRS in the Loan Application, on behalf of the Plan. A loan initiation fee will be deducted from the Participant's account(s) after the loan has been funded by the Participant's account(s).

4. **Loan Security** - By accepting a loan, the Participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the Participant's vested Plan balance.

5. **Loan Money Source** - A loan shall be modeled taking into account the Participant's entire Plan account balance. Loans shall be funded only from a Participant's available Plan account pre-tax money sources. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.

6. **Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a loan may be repaid is the term elected by the Client. Except as otherwise provided herein, the maximum loan term shall not exceed 5 years.

7. **Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Client. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) $50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

Plan Name: **City of Joplin 457(b) Deferred Compensation Plan**

8. **Loan Amortization** - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

9. **Loan Repayment** - Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Client. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that a Participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a loan outstanding, the Participant shall continue to make repayments on the loan.

10. **Loan Prepayment** - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

11. **Loan Overpayment** - In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

12. **Cure Period** - If a Participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Client.

13. **Default** - If any repayment is not received by NRS by the end of the cure period, the entire amount of the loan will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Client. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply. NRS will issue a Form 1099-R to the Participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after tax amounts and the Participant will receive tax basis in his or her Plan account for such amounts.

The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant. The outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death provided such notification is in good order as determined by NRS.

14. **Loans Offered from Other Administrative Service Providers** - In the event the employer offers the Plan through multiple service providers, the Client and/or Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with the limits in Section 7. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the Participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

Plan Name: **City of Joplin 457(b) Deferred Compensation Plan**

15. **Suspension of Loan Repayments.**

a. **Military Leave of Absence** - A Participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the Participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the Participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a military leave of absence.

b. **Non-Military Leave of Absence** - In addition, a Participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one year) while the Participant is on an approved non-military leave of absence and the Participant provides requested documentation regarding the non-military leave of absence from his or her employer. The Participant must resume repayment of the loan upon the earlier of his or her return from non-military leave of absence, or one year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a non military leave of absence.

16. **Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Client, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for Participants performing service in the United States military as may be required by law (See Provision 15a.)

17. **Fees** - Fees described in these loan procedures will appear as administrative charges on Participant statements. These fees are subject to change by NRS upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of $50 will be deducted from the Participant's account at the time the loan is funded.

b. **Annual Loan Maintenance Fee** - An annual loan maintenance fee of $50 will be deducted from the Participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed and the annual loan default fee described below (See Provision 17f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Plan Sponsor.

d. **Insufficient Funds Fee** - If NRS is unable to process an ACH debit repayment or personal check on the date due, through no fault of NRS, a fee of $25 will be deducted from the Participant's account.

e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a $50 fee will be deducted from the Participant's account.

f. **Annual Loan Default Fee** - An annual loan default fee of $50 will be will be deducted from the Participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

Plan Name: **City of Joplin 457(b) Deferred Compensation Plan**

18. **Loans for the Purchase of a Principal Residence** - All loans issued by the Plan will be general purpose loans to be repaid in no more than five years unless the Client elects to offer loans for the purchase of the Participant's principal residence. If the Client elects to allow loans for the purchase of a principal residence, all of the provisions of this document will apply unless otherwise specified.

19. **Loan Correction** - In the event a loan correction becomes necessary, at the Plan Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

20. **Adoption of Plan Loan Procedures** - The undersigned Plan Sponsor or Plan Administrator, as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth below, and instructs NRS to administer loans made to Plan Participants in accordance with these terms and the Client elections made on the attached "Plan Election Worksheet" (See Addendum A). Prior to implementing a loan program, the Plan Sponsor acknowledges or acknowledged the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and the Plan Administrator is instructing NRS to administer loans under the Plan; (ii) that the Plan Sponsor understands that, as a result of offering loans under the Plan, the Plan Participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan Participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Plan Loan Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 14 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor"):	**City of Joplin**		
Street Address:	**602 E Main St**		
City, State, Zip Code:	**Joplin**	**MO**	**64801-2316**
Signer's Email Address:			
Plan Name ("Plan"):	**City of Joplin 457(b) Deferred Compensation Plan**		
Plan Number:	**0037091001**		
Plan Sponsor or Plan Administrator Signature:			
Title:			
Date of Adoption*: * Unless otherwise indicated below, the Date of Adoption shall be the Effective Date.			
Effective Date:			

An executed copy of these Procedures (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.

Addendum A - Plan Election Worksheet

The following provisions identify Plan elections which are incorporated and made a part of the attached "Plan Loan Procedures." In the event that an election is not made within any section, Nationwide Retirement Solutions ("NRS") will administer the loan program according to current NRS policies as listed under each provision below. The current NRS policies may be changed by NRS at any time. Unless otherwise specified, only one election is allowed per provision.

The elections contained herein apply solely to the Plan. Any provisions, including limitations, do not extend to any other plans offered by the Sponsor.

1. **Loan Eligibility:**
Plan elects to allow the following Participants the ability to initiate a loan under the Plan.
The Plan Sponsor is solely responsible for informing NRS of any future changes in the Participant's employment status (check all that apply).
☒ Employed
☒ Approved Non-military Leave of Absence (only available for ACH)
☒ Military Leave of Absence (only available for ACH)
☒ Disabled (only available for ACH)
☒ Retired (only available for ACH)
☒ Terminated (only available for ACH)
Current NRS Policy: All listed Participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method (See Provision 4). If the repayment method elected is Payroll Deduction (See Provision 4), the only eligible Participant employment status is Employed.

2. **General Purpose Loan Terms:**
2(a). Minimum Loan Term
Plan elects the following minimum loan term:
☒ One year
☐ Other - Specify minimum loan term: _____ (not to be less than six months)
Current NRS Policy: The minimum loan term is one year.

2(b). Maximum Loan Term
Plan elects the following maximum loan term:
☒ Five years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of five years)
Current NRS Policy: The maximum loan term is five years.

3. **Minimum Loan Amount:**
Plan elects to have a minimum loan amount of:
☒ $1,000
☐ Other - Specify minimum loan amount: $_____ (not to be less than $500)
Current NRS Policy: The minimum loan amount is $1,000.

4. **Repayment Method:**
Plan elects to provide Participants with one of the following loan repayment methods:
☒ Monthly Automated Clearing House ("ACH")
☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.
(This repayment method is limited to Employed status - see Provision 1)
Current NRS Policy: Monthly ACH is the repayment method.

Addendum A - Plan Election Worksheet

5. **Cure Period:**
If a Participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:
☒ 31 Days
☐ 60 Days
☐ 90 Days
☐ The quarter following the quarter in which the scheduled repayment was missed
Current NRS Policy: The cure period is 31 days when ACH is the elected repayment method (See Provision 4). The cure period is 60 days when the repayment method elected is Payroll Deduction (See Provision 4).

6. **Loan Interest Rate:**
Plan elects the following interest rate for Participant loans:
☐ Prime Rate plus 1% plus applicable fees
☒ Prime Rate plus 2% plus applicable fees
☐ Prime Rate plus _____% (not to be lower than 0%) plus applicable fees
Current NRS Policy: Prime Rate plus 2% plus applicable fees.

7. **Loans for the Purchase of a Principal Residence:**
7(a). Plan elects to permit loans for the purchase of the Participant's principal residence:
☐ Yes
☒ No
In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Provision 2 of the Plan Loan Procedures). Additionally, the Participant will be required to sign a Principal Residence Certificate and provide NRS with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.
Current NRS Policy: Principal Residence loans are not allowed.

7(b). Minimum Loan Term: Plan elects to have a minimum loan term for Principal Residence loans of:
☐ Five years
☐ Other - Specify minimum loan term: _____ (not to be less than one year)
Current NRS Policy: Principal Residence loans have a minimum term of five years.

7(c). Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:
☐ 15 Years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of 30 years)
Current NRS Policy: Principal Residence loans have a maximum term of 15 years.

8. **Internet Utilization:**
Plan elects to allow Participants to use the internet for:
☐ Only the modeling of loans
☒ Both modeling and initiation of loans
☐ Plan declines the use of the internet for either the modeling or initiation of loans
Current NRS Policy: Participants can use the internet for modeling and initiation of loans. Loan initiation on the internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically. Additional limitations exist for particular repayment methods and employment statuses.

EXHIBIT "C"

Nationwide®

Nationwide Retirement Solutions
Plan Sponsor Election of CARES Act Provisions

Phone: 877-496-1630 • nrsplan@ nationwide.com

This form is to be used to elect Plan provisions made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

1. Plan Information

Plan Number: _____ Plan Name: CITY OF JOPLIN 457(b) Deferred Compensation Plan

2. Election of Provisions (select all that apply)

☒ **Coronavirus-Related Distributions**

A coronavirus-related distribution is available to participants who have been impacted by COVID-19 and otherwise may not be eligible for a distribution under the terms of the Plan.

- Participants may take up to $100,000.00 across all Plans controlled by this employer between January 1, 2020 and December 31, 2020
- Distributions per participant may not exceed 100% of their total vested balance(s)
- Participants must self-certify they meet at least one of the following qualifications:
  - They have been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention
  - They have a spouse or dependents diagnosed with such virus or disease by such a test
  - They have experienced adverse financial consequences stemming from such virus or disease as a result of: being quarantined, furloughed, laid off, reduced work hours, unable to work due to lack of child care, closing or reduction of hours of a business owned or operated by the individual
- 10% early withdrawal tax may be waived
- Ordinary income tax may be paid in equal installments over a three-year period, beginning in tax year 2020
- Participants may repay distributions, exclusive of contribution limits, within the three-year period

☒ **Enhanced Loans** - If this Plan doesn't currently permit loans, you will need to contact Nationwide for assistance setting up a loan program for your Plan.

For a 180-day period beginning March 27, 2020 and ending September 23, 2020, the Plan may offer loans to participants who are impacted by COVID-19. The terms of the loan differ from traditional loans:

- Increases current retirement Plan loan limits to the lesser of $100,000 or 100% of the participant's vested account balance.
- Participants have the option to suspend loan repayments until at least January 1, 2021. Loan interest will continue to accrue during the suspension of payments.
- Participants must self-certify they meet at least one of the following qualifications:
  - They have been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention
  - They have a spouse or dependents diagnosed with such virus or disease by such a test
  - They have experienced adverse financial consequences stemming from such virus or disease as a result of: being quarantined, furloughed, laid off, reduced work hours, unable to work due to lack of child care, closing or reduction of hours of a business owned or operated by the individual

3. Authorization

I, as the Plan Sponsor or an authorized person acting on behalf of the Plan Sponsor for the above named Plan, elect the CARES Act provision(s) indicated above.

I understand that Nationwide will waive the payment of non-systematic RMDs due in 2020 per the CARES Act unless a participant contacts Nationwide and requests to receive their RMD.

- If the Plan would like a different arrangement for RMD distributions, please contact your Nationwide representative.

Nationwide will update your Plan documents (if applicable) to reflect the above changes.

Authorized Signer:

Printed Name: _____

Signature: _____ **Date:** _____

NOTE: Adobe Signature is not permitted.

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EXHIBIT "D"

ICMA-RC

LOAN GUIDELINES AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.

Please read the instructions and carefully complete all sections of this agreement.

☒ New Loan Program ☐ Amendment to Loan Program

I. EMPLOYER PLAN INFORMATION

Name of Plan *(Enter the complete Employer name, including state)*: CITY OF JOPLIN

Plan Type: ☒ 457(b) Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401(a) Profit-Sharing Plan
☐ 403(b) Retirement Plan

ICMA-RC Plan Number(s): _____

II. ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401(a)/403(b) Plans — If your 401(a)/403(b) plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. ***(Select one or both options below)***

☐ **Employer Contribution Account** *(vested balances only)*

☐ **Participant Contribution Accounts** *(pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)*

Roth Assets *(if applicable)* — If your 457(b), 403(b), or 401(a)(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. ***(Select one option below)***

☐ A participant's Designated Roth Account **will not** be available as a source for loans under the plan (default option)

☒ A participant's Designated Roth Account **will** be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

III. LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method *(select one)*:

☒ **All Purposes** — With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.

☐ **Other Purposes** — With this option, loans shall only be granted for reasons that are defined and approved by the plan. Participants will be able to request new loans or refinance existing loans using the Online Loans option. Please define purposes below and attach additional pages if needed.

_____

_____

_____

_____

_____

_____

IV. APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section III above (Loan Purpose).

(A) ALL PURPOSES

- Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org.
- The participant agrees to the terms of the loan during the online loan request process.
- ICMA-RC sends the loan documents and the loan proceeds (via check or ACH) to the participant.

(B) OTHER PURPOSES

- Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org.
- The participant agrees to the terms of the loan during the online loan request process.
- The Employer must review and approve the loan via EZLink.
- If approved, ICMA-RC sends the loan documents and the loan proceeds (via check or ACH) to the participant.

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC receipt of a loan request/application (complete and in good order), if it is submitted prior to market close on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan proceeds for an all purpose loan is generally issued on the next business day following redemption, and will be sent to the participant based on their option during the loan application process.

V. MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per time period defined in the plan document (e.g., calender or plan year). Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. Maximum number of loans is one (1) by default. If you want to allow a different amount, enter a value of 1 through 5 in the Other Section.

☒ **One (1).** Participants may have only one (1) outstanding loan at a time (default).

☐ **Other.** Participants may have up to _____ (enter 2, 3, or 4) loans outstanding at one time.

☐ **Other 403(b) ONLY.** Participants with outstanding legacy loans may have one outstanding loan other than the legacy loans.

VI. LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan *and all other plans of the Employer* that are either eligible deferred compensation plans described in section 457(b)(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a)/403(b) plans) shall not exceed ***the lesser of:***

(1) $50,000, or

(2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is $1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

VII. LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans
If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 15 *(Enter a number of years, up to 30)*

VIII. LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to ICMA-RC, are repaid to participant accounts and not to ICMA-RC. You can allow repayments to be made via payroll deduction or ACH payments from a participant's bank account. Loan repayments must be made at least monthly (457(b)) or quarterly (401(a)/403(b)).

Repayment Method ***(Select One)*:**

☒ For 457(b) and 401(a) or (k) plans:

☒ ACH ***or*** ☐ Payroll deduction.

403(b) plans loan repayments can only be paid by ACH.*

**ACH Payment Rejected Fee — If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is $20 for the first occurrence and $50 for each subsequent occurrence.*

Repayment Frequency ***(Select One)*:**

For Payroll Deduction: Repayments through payroll deduction will be sent via check, wire or ACH debit by the Employer to ICMA-RC on the following cycle (*Select One*):

☐ Weekly (52 per year)

☐ Bi-weekly (26 per year)

☐ Semi-monthly (24 per year)

☐ Monthly (12 per year)

☐ Quarterly (4 per year) — Available to 401(a) only.

For ACH *(Select One)*:

☒ Monthly (12 per year)

☐ Bi-weekly (26 per year)

Next two payroll dates: _____/_____/_____ and _____/_____/_____

Initiating Repayments:

ACH debits from the employee's designated bank account will begin approximately one month following the date the loan is processed by ICMA-RC.

Payroll deduction should begin within two payroll cycles following the date the loan is processed by ICMA-RC. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

VIII. LOAN REPAYMENT PROCESS *(continued)*

Investment of Loan Repayments
All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off
A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Loans in Default
Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans
If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to ICMA-RC.

Former Employees and Leave of Absence
Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to ICMA-RC.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue
In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck — even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

ICMA-RC will notify both you and the employee if a payment has not been received.

IX. LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using Money Cafe (prime rate) and Citi Mortgage (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

X. SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

XI. ACCELERATION *(Select One)*

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☐ **Separation from service.** All loan repayments must stop following an employee separating from service.
- ☒ **Distribution of his/her entire account balance.** Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

XII. REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond [the number of years specified in Section VII] years from the date the loan was originally issued.

Participants can use a loan reamortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

XIII. REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants may elect to refinance an outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section VI, provided that the participant has not yet taken out a loan during the calendar year. Participants no longer employed are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

XIV. REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

XV. DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

***Important Note:** The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.*

To assist plan sponsors whose plan options include loans, ICMA-RC will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. ICMA-RC is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

XVI. FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

XVII. SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this _____ day of _____, 20 __ __.
Day of the Month *Month* *Year*

EMPLOYER

By: _____

Title: _____

Attest: _____

457(b) PLAN LOAN ADMINISTRATION AGREEMENT

This Agreement is not required if you have 1) only one 457(b) plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. **The Agreement only applies if you have adopted a single 457(b) plan document under which ICMA-RC and one or more other provider(s) must operate.** Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the ICMA Retirement Corporation (ICMA-RC) and the Employer.

The Employer currently sponsors a section 457(b) deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

(1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by ICMA-RC will be treated as though it were a separate and distinct plan.

(2) The Employer shall calculate the amount a participant may borrow from the ICMA-RC administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's ICMA-RC-administered account balance.

(3) All loan repayments must be made to the participant's ICMA-RC-administered account for the life of the loan.

AGREED as of the _____ day of _____, 20 __ __:

Name of Employer: _____

State: __ __

Employer Plan Number: **30** __ __ __ __

Authorized Official *(Print Name)*: _____

Signature of Authorized Official: _____

Email or mail copies of all completed documents to ICMA-RC.

Email to: PlanAdoptionServices@icmarc.org

OR

Mail to:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

EXHIBIT "E"

STATEMENT OF INTENT: PLAN ADMINISTRATION – ROTH PROVISIONS

Plan Number: 30☐☐☐☐

Name of Employer: CITY OF JOPLIN **State:** MO

I. Employer Instructions Regarding Plan Administration

The employer instructs ICMA-RC to administer the Plan in accordance with the below elections as of the effective date specified in Section III below.

II. Roth Provisions

a. The Plan will offer Designated Roth Accounts as described in Article X.

☒ Yes **(default option)** ☐ No

[**Note:** If you want to offer In-Plan Roth Conversions and/or Roth Elective Deferrals, you must check "Yes" above. If No is selected, skip the remainder of this section.]

b. The Plan will allow In-Plan Roth Conversions as provided in Section 10.05.

☒ Yes **(default option)** ☐ No

c. Designated Roth Accounts will be available as a source for loans under the Plan (only applicable to plans that offer loans):

☒ Yes ☐ No or N/A **(default option)**

III. Effective Date

This statement of intent shall be effective as of the following date: ____/____/____
Month Day Year

IV. Employer Signature

NAME OF OFFICIAL PLAN COORDINATOR (PLEASE PRINT): _____

SIGNATURE: _____

TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

EMAIL ADDRESS: _____

A copy of the completed statement of intent should be returned to ICMA-RC (retain the original for your records):

Fax to:
202-962-4601
ATTN: NBS Analyst

OR

Mail to:
ICMA-RC
ATTN: NBS Analyst
777 North Capitol Street, NE
Washington, DC 20002-4240

EXHIBIT "F"

Coronavirus Aid, Relief, and Economic Security (CARES) Act Provisions Election Form Applicable to 457(b), 401(a), 401(k) and 403(b) Plans

The CARES Act provides relief for a "qualified" participant:

- who is diagnosed with coronavirus (COVID-19); or
- whose spouse or dependent is diagnosed with COVID-19; or
- who experiences adverse financial consequences as a result of being quarantined, furloughed, or laid off; having work hours reduced; being unable to work due to lack of child care due to COVID-19; or closing or reducing hours of a business owned or operated by the individual due to COVID-19.

Employees will be able to acknowledge that they meet one of the above qualifying criteria by completing a self-certification form provided by ICMA-RC.

A. Coronavirus-Related Distribution (CRD)

The plan will permit a qualified employee to withdraw up to $100,000 across all plans:

☒ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

401(a) Money Purchase Plan and 401(a) Profit Sharing Plan Sponsors Only: Please indicate whether you wish to waive the limit of two in-service withdrawals per year to allow for CRDs.

☐ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

Note to employers offering 401(a) Money Purchase Plans: If you elect to offer CRDs, you understand that your plan must already allow in-service withdrawals and the CRD participant must satisfy your plan's requirements for in-service withdrawals. Consequently, this provision may not be available to all participants in 401(a) Money Purchase Plans.

B. Loan Increase (*Coming Soon* – Please indicate your preference so that we can immediately begin offering this provision once it is available. Your plan must currently offer loans to elect this provision. If you do not currently offer loans but are interested in learning more about this option, please contact us.)

If the plan permits loans, the plan will allow a qualified participant to receive a loan of up to the lesser of $100,000 or 100% of the participant's vested balance in their plan account.

☒ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

Do you wish to increase your plan's loan limit or permit refinance to allow for another loan for COVID-19 relief?

☐ Yes ☐ No (***"No" is the default provision under the plan if no selection is made.***)

Plan Sponsor Authorization (please provide one form per plan number):

By signing below, we intend to amend our plan to allow these provisions as of the date below or as soon as administratively feasible, and we authorize ICMA-RC to operate the plan in accordance with our elections as of the date below.

Employer Plan Number: _____ Employer Plan Name: _____

Signature of Authorized Plan Representative: _____

Print Name: _____

Title: _____

Date: ___ / ___ / _____
Month Day Year

This form can be returned by email, fax, or mail using the information below.

Email to: PlanAdoptionServices@icmarc.org

Fax to: (202) 682-6439
ATTN: Plan Sponsor Services

Mail to: ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street, NE, Suite 600
Washington, DC 20002-4240

AGREEMENT

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, 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:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by **June 26, 2020**.

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

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

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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

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

4. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

   As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five 00/100 dollars ($366,475.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

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

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

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

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

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

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

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

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

8. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

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

9. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes,

including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

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

19. **Liability and Indemnity**.

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

    b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs

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

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

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

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

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims

for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

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

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

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

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

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

    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (Latest Revised Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Contractor Past Performance Questionnaire
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five 00/100 dollars ($366,475.00) said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

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

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

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

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

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

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

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

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

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

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

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

31. **Assignment.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the

Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

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

    b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of

disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City

of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

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

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

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

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

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

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

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

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

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

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

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon

a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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

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

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

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

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

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

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

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

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

51. Interest of Contractor and Employees. The Contractor covenants that he/she presently has

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

52. City of Joplin Conflict of Interest.

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

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

53. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

57. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

58. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

59. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products

hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

60. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

62. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CONTRACTOR:

By: _____

Printed Name:

Title:

Date:

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

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

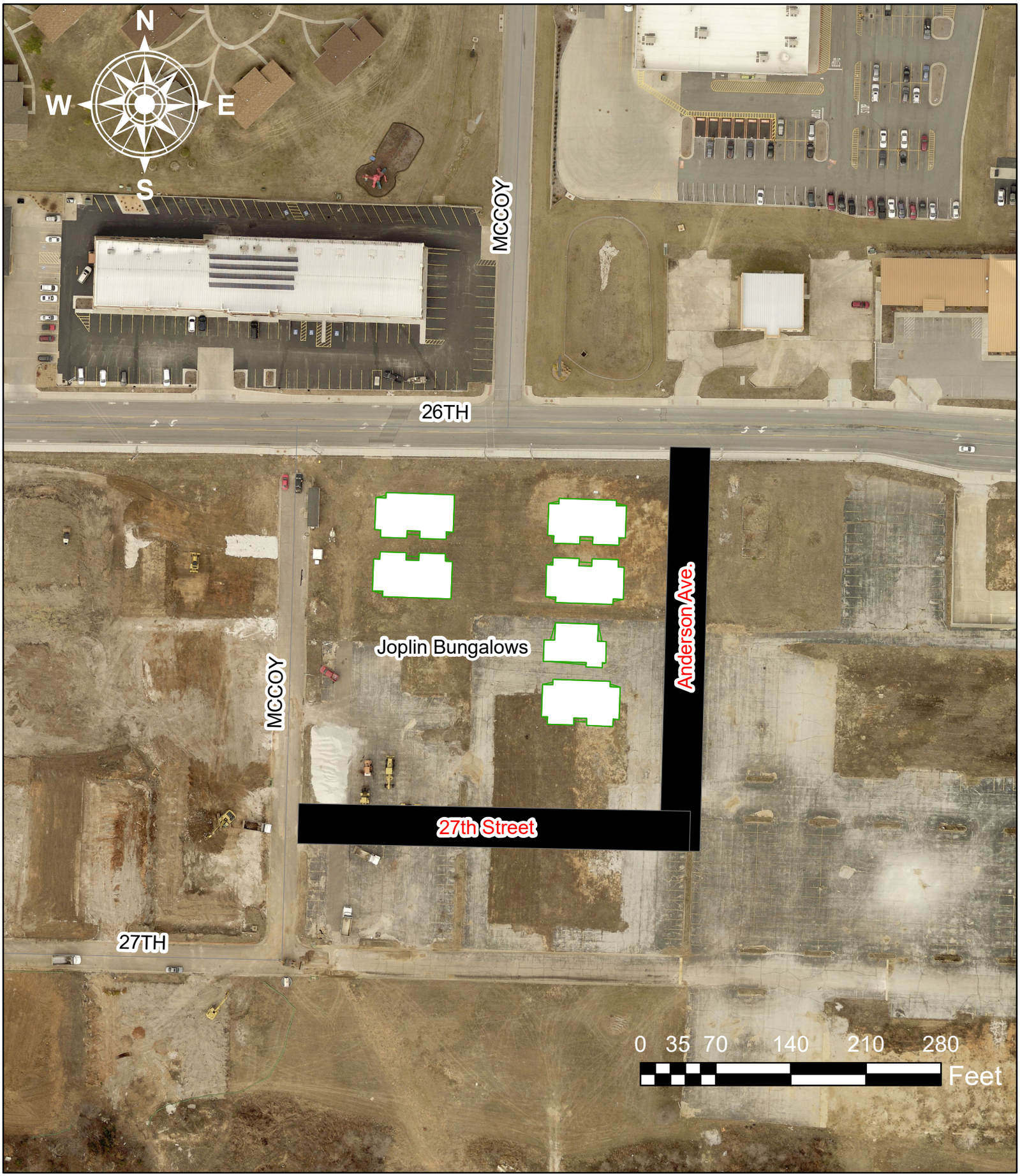
Date: _____

APPROVED AS TO CDBG-DR

_____

Troy Bolander, Director of Planning, Development
& Neighborhood Services

27th Street & Anderson Ave. Infrastructure Project



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-125 Construction Agreement between City of Joplin and Jeff Asbell Excavating & Trucking, Inc. for the 27th Street & Anderson Avenue Infrastructure Project

MEETING DATE
April 20, 2020

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2020-125, Agreement; Location Map; Bid Tabulation

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five and 00/100 dollars ($366,475.00) for construction of the 27th Street and Anderson Avenue Infrastructure Project.

BACKGROUND
In accordance with the City of Joplin's Disaster Recovery Action Plans, this project will provide the needed infrastructure to accommodate for improved access to the LMI neighborhoods in this area. The majority of this area was destroyed as a result of the 2011 tornado. This area is currently surrounded by the following CDBG-DR funded projects: Joplin Bungalows Senior Housing units, Mercy Park, and the Jacobs/Yellow Area infrastructure improvements; as well as additional LMI housing developments funded by other sources. The project will also provide access to nearby shopping centers and parks, as well as other future developments. The goal of this project is to enhance the targeted LMI areas by significantly improving local connectivity and safety for both vehicular and pedestrian traffic. The project includes approximately 700 lineal feet of new asphalt pavement with curb & gutter, sidewalks on one side of the roadway, storm sewers and sanitary sewer improvements. In accordance with the City of Joplin's procurement policies, a Request for Bid Proposal for construction of 27th Street & Anderson Avenue was advertised in the Joplin Globe on March 15, 2020, and bids were received by the City on April 7, 2020. Five proposals were received, with Jeff Asbell Excavating & Trucking, Inc. selected as the lowest responsive bidder. The lowest bid was higher than engineer's estimate. The submitted bids were reviewed by City Engineering department staff, and based on a cost justification that was completed and in the file, the lowest bid was deemed reasonable and within industry standards. City staff designed this project and will provide construction inspection for the project as well. The Notice to Proceed will be issued once signed contract documents are received and the project is to be completed by June 26th, 2020.

FUNDING SOURCE
CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of Council Bill 2020-125, an agreement with Jeff Asbell Excavating & Trucking, Inc. for the 27th Street & Anderson Avenue Infrastructure Project in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five and 00/100 dollars ($366,475.00) on an emergency basis, in that said ordinance provides for public improvements and is considered to be 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. Furthermore, the contractor is planning to start work on 27th Street & Anderson Avenue as soon as possible, for it to be completed by the contract completion date, which will allow for a timely close-out of this CDBG-DR project and is therefore an emergency.

BID TABULATION

PROJECT: 27th St. & Anderson Ave. Infrastructure Improvements

DATE OF BID OPENING: April 7, 2020

CONTRACTOR	BID
Jeff Asbell Excavating & Trucking, Inc.	366,475.00
Sprouls Construction	367,089.00
B3 Contractors	376,852.50
Bennett Inc.	383,410.00
Branco Enterprises	474,571.00
Engineer's Estimate	**$317,573.00**

COUNCIL BILL NO. 2020-125 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five and 00/100 dollars ($366,475.00) for the construction of the 27th Street & Anderson Avenue Infrastructure 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 City enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five and 00/100 dollars ($366,475.00) for the construction of the 27th Street & Anderson Avenue Infrastructure Project, a copy of which is attached hereto and incorporated herein as Exhibit A.

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 with Jeff Asbell Excavating & Trucking, Inc.

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 the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant (CDBG-DR) Fund.

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. Furthermore, the contractor is planning to start work on 27th Street & Anderson Avenue as soon as possible, for it to be completed by the contract completion date, which will allow for a timely close-out of this CDBG-DR project and is therefore an emergency.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2020, by a vote of_____.

ATTEST: Gary L. Shaw, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2020-125

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-502 – Terminating the Joplin Recovery TIF Project and Area

MEETING DATE
April 20, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-502 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Planning and Development Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill dissolves the Special Allocation Fund for the Joplin Recovery TIF Plan and Redevelopment Project and terminates the designation of the Redevelopment Area.

BACKGROUND
Following the devastating EF-5 tornado that struck on May 22, 2011 and damaged or destroyed 30% of the community, the City adopted the Joplin Recovery Tax Increment Financing (TIF) Plan to help facilitate recovery and economic revitalization. The Plan called for land acquisition, market rate housing, affordable housing, and a new library. The Joplin Redevelopment Corporation (JRC) was named as the Developer of the Project.

The JRC issued bonds in July 2013 to acquire land for redevelopment, as well as for the matching portion of the EDA grant to build the new library. The bonds were broken into two series. Series "A" was for the acquisition of land in the amount of $12,415,000.00, while Series "B" was for the matching portion of the grant for the library in the amount of $5,835,000.00, resulting in bonds in the total amount of $18,250,000.00. Series "A" netted approximately $8.5 million in proceeds, while Series "B" netted about $4.5 million in proceeds. The bonds paid off on April 1, 2020. With final payment of the bonds, all outstanding obligations under the Redevelopment Plan have been met. As such, the City is seeking to terminate the Redevelopment Project and Area set forth in the Joplin Recovery TIF.

The JRC spent over $9.5 million to purchase and lease land, along with related land fees and costs. The JRC has sold several pieces of property that have been developed or will be developed, while actively marketing the remaining parcels for future development.

Total revenues collected in the Joplin Recovery TIF from inception through January 2020 is $20,167,157.00, of which economic activity taxes (EATS) totaled $8.9 million and payments in

lieu of taxes (PILOTS) were over $11.2 million. Interest in the amount of just over $6.1 million was paid, in addition to the principal amount. The bonds were originally issued at different times, resulting in varying maturity dates. However, the last scheduled maturity date for Series "A" was April 1, 2027 and Series "B" was April 1, 2029. If the repayment of bonds had gone until maturity, interest in the amount of just over $14.1 million would have been paid. As a result of the early payment of the bonds, just over $8 million in interest was saved.

The original Joplin Recovery TIF Plan included projections for EATS and PILOTS collections through the illustration of a "zero case", "middle case" and "best case" scenarios. Here is a summary of the best-case scenario as compared to actual TIF revenue collections from inception to January 2020:

Description	EATS Collections	PILOTS Collections	Total Collections
Best-Case Projection	$5,178,000	$12,140,200	$17,318,200
Actual Collections	$8,913,665	$11,253,491	$20,167,157
Collections Over/(Under) Projections	$3,735,665	$(886,709)	$2,848,957

Based on fiscal year 2019 EATS tax collections in the Recovery TIF District, approximately $1.3 million annually will be returned to the City. Of this amount, approximately $600,000.00 is general fund monies, while about $200,000.00 will go to public safety and transportation funds each, around $150,000.00 is capital improvement sales tax, and approximately $100,000.00 is parks/stormwater monies.

FUNDING SOURCE

This item is not applicable for this council bill.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis to cease the collection of TIF revenues from the taxing jurisdictions.

COUNCIL BILL NO. 2020-502 ORDINANCE NO.

AN ORDINANCE dissolving the Special Allocation Fund for the Joplin Recovery Tax Increment Financing Plan and Redevelopment Project and terminating the designation of the Redevelopment Area of the Joplin Recovery Tax Increment Financing Plan; and containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri (the "City") adopted Ordinance No. 2012-230 on December 28, 2012 approving the Joplin Recovery Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan (the "Redevelopment Area"), selecting the Joplin Redevelopment Corporation (the "Developer") as the developer for the redevelopment project included in the Redevelopment Plan, and authorizing the City to enter into a tax increment financing redevelopment agreement (the "Redevelopment Agreement") with the Developer for the implementation of a redevelopment project to facilitate the recovery and economic revitalization following an EF-5 tornado that damaged or destroyed 30% of the community, including land acquisition, market rate housing, affordable housing, and a new library (the "Redevelopment Project") as described in the Redevelopment Plan; and,

WHEREAS, the City entered into the Redevelopment Agreement with the Developer dated May 29, 2013; and,

WHEREAS, the City Council adopted Ordinance No. 2012-230 approving the Redevelopment Project and activating tax increment financing within the Redevelopment Area; and,

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 RSMo., 2000, as amended (the "Act"), the Redevelopment Plan, the Redevelopment Agreement, and Ordinance No. 2012-230, the City has collected and disbursed payments in lieu of taxes and economic activity taxes (collectively the "TIF Revenues") including disbursement of funds to the Developer and its successors and assigns for reimbursable redevelopment project costs; and,

WHEREAS, the City has determined that the Developer including its successors and assigns have been fully reimbursed from TIF Revenues pursuant to the Redevelopment Plan and the Redevelopment Agreement; and,

WHEREAS, pursuant to subsection 1 of Section 99.850 of the Act, when redevelopment project costs have been paid, all surplus funds remaining in the special allocation fund for the Redevelopment Project shall be paid by the director of finance to the county collector who shall immediately thereafter pay such funds to the taxing districts in the area selected for a redevelopment project in the same manner and proportion as the most recent distribution by the collector to the affected districts of real property taxes from real property in the area selected for a redevelopment project; and,

WHEREAS, thereafter, pursuant to subsection 2 of Section 99.850 of the Act, the municipality shall adopt an ordinance dissolving the special allocation fund for the redevelopment area and terminating the designation of the redevelopment area as a redevelopment area and the rates of

the taxing districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing; and,

WHEREAS, the Council of the City of Joplin desires to adopt this ordinance dissolving the special allocation fund for the Redevelopment Plan and Redevelopment Project and terminating the designation of the Redevelopment Area of the Redevelopment Plan, all in accordance with the provisions of the Act.

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

Section 1. That the Director of Finance of the City is hereby authorized and directed to pay all surplus funds in the special allocation fund for the Redevelopment Area to the County Collector for payment to the taxing districts in accordance with Section 99.850 and subdivision (12) of Section 99.820 of the Act.

Section 2. That following payment by the Director of Finance of the surplus funds as provided in Section 1 of this ordinance, the special allocation fund for the Redevelopment Area shall be dissolved and the designation of the Redevelopment Area as a redevelopment area shall be terminated pursuant to Section 99.850 of the Act.

Section 3. That the City Manager of the City and his designees are hereby authorized to take all necessary actions to notify the County officials and all other necessary parties and otherwise carry out the purpose and intent of this ordinance.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in order to cease the collection of TIF revenues from other taxing jurisdictions and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2020, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-503 – Terminating the Joplin Recovery TIF Redevelopment Agreement

MEETING DATE
April 20, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-503 Ordinance; Exhibit "A" Termination of Joplin Recovery Tax Increment Financing Redevelopment Agreement

REVIEWED BY
Department Head: Leslie Haase; Planning and Development Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill terminates the Joplin Recovery TIF Redevelopment Agreement between the City and the Joplin Redevelopment Corporation (JRC), the developer of this TIF.

BACKGROUND
Following the devastating EF-5 tornado that struck on May 22, 2011 and damaged or destroyed 30% of the community, the City adopted the Joplin Recovery Tax Increment Financing (TIF) Plan to help facilitate recovery and economic revitalization. The Plan called for land acquisition, market rate housing, affordable housing, and a new library. The Joplin Redevelopment Corporation (JRC) was named as the Developer of the Project.

The JRC issued bonds in July 2013 to acquire land for redevelopment, as well as for the matching portion of the EDA grant to build the new library. The bonds paid off on April 1, 2020. With final payment of the bonds, all outstanding obligations under the Redevelopment Plan have been met. The JRC spent over $9.5 million to purchase and lease land, along with related land fees and costs. The JRC has sold several pieces of property that have been developed or will be developed, while actively marketing the remaining parcels for future development.

As a result of terminating the Recovery TIF Project and Area, the final step to close out the Joplin Recovery TIF is to terminate the Redevelopment Agreement with the JRC.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis to terminate the Joplin Recovery TIF.

COUNCIL BILL NO. 2020-503 ORDINANCE NO.

AN ORDINANCE approving the Termination of Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin, Missouri and the Joplin Redevelopment Corporation, Inc. and authorizing the City Manager to execute the Termination Agreement; and containing an emergency clause.

WHEREAS, on May 29, 2013, the City of Joplin, Missouri (the "City") and the Joplin Redevelopment Corporation, Inc. (the "Corporation") entered into the Joplin Recovery Tax Increment Financing Redevelopment Agreement (the "Redevelopment Agreement") to provide for the implementation of the Joplin Recovery Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") and the redevelopment project described in the Redevelopment Plan (the "Redevelopment Project") within the redevelopment area as described in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Agreement provides for tax increment financing ("TIF") revenues generated by the Redevelopment Plan to be used to reimburse the Corporation and for the Corporation to reimburse Wallace Bajjali Development Partners, L.P., (the "Site Developer") for certain costs associated with the Redevelopment Project; and

WHEREAS, in furtherance of the Redevelopment Plan and in accordance with the Redevelopment Agreement, the City issued TIF bonds in 2013 to provide initial funding for a portion of the costs associated with the Redevelopment Project; and

WHEREAS, redevelopment as originally envisioned by the Redevelopment Plan did not thereafter occur and in 2015, the City and Corporation terminated their agreements with the Site Developer related to the Redevelopment Project due to events of default that had occurred under the terms of said agreements; and

WHEREAS, on April 1, 2020, the City made final payment on the TIF bonds and on April 21, 2020, the City Council adopted Ordinance No. 2020-____ terminating the Redevelopment Plan and the designation of the Redevelopment Area as a redevelopment area; and

WHEREAS, as a result of the termination of the Redevelopment Plan and designation of the Redevelopment Area, no additional TIF revenues will be generated to fund reimbursement of any redevelopment project costs as contemplated by the Redevelopment Agreement; and

WHEREAS, in view of the termination of the Redevelopment Plan and designation of the Redevelopment Area and the previous termination of the agreements with the Site Developer, the City Council desires to terminate the Redevelopment Agreement.

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

Section 1. That the Termination of Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin, Missouri and the Joplin Redevelopment Corporation,

Inc. attached hereto and incorporated herein as Exhibit "A" is approved and the City Manager is hereby authorized and directed to execute said Termination Agreement on behalf of the City of Joplin, Missouri.

Section 2. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (6), of the Home Rule Charter of the City of Joplin, Missouri in order to terminate the Recovery TIF and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

TERMINATION OF JOPLIN RECOVERY TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JOPLIN, MISSOURI AND THE JOPLIN REDEVELOPMENT CORPORATION, INC.

This Termination Agreement is entered into on this ____ day of _____, 2020, by and between the **CITY OF JOPLIN, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “**City**”) and the **JOPLIN REDEVELOPMENT CORPORATION, INC.**, an urban redevelopment corporation organized pursuant to Chapter 353 of the Revised Statutes of Missouri (the “**Corporation**”) (collectively the “Parties” and individually as a “Party” as the context so requires).

RECITALS:

A. On May 29, 2013, the City and Corporation entered into the Joplin Recovery Tax Increment Financing Redevelopment Agreement (the “**Redevelopment Agreement**”) to provide for the implementation of the Joplin Recovery Tax Increment Financing Redevelopment Plan (the “**Redevelopment Plan**”) and the redevelopment project described in the Redevelopment Plan (the “**Redevelopment Project**”) within the redevelopment area as described in the Redevelopment Plan (the “**Redevelopment Area**”), the boundaries of which are set forth on **Exhibit A** attached hereto and incorporated herein by reference; and

B. The Redevelopment Agreement provides for tax increment financing (“**TIF**”) revenues generated by the Redevelopment Plan to be used to reimburse the Corporation and for the Corporation to reimburse Wallace Bajjali Development Partners, L.P., (the “**Site Developer**”) for certain costs associated with the Redevelopment Project; and

C. In furtherance of the Redevelopment Plan and in accordance with the Redevelopment Agreement, the City issued TIF bonds in 2013 to provide initial funding for a portion of the costs associated with the Redevelopment Project; and

D. Redevelopment as originally envisioned by the Redevelopment Plan did not thereafter occur and in 2015, the City and Corporation terminated their agreements with the Site Developer related to the Redevelopment Project due to events of default that had occurred under the terms of said agreements; and

E. On April 1, 2020, the City made final payment on the TIF bonds and on April 21, 2020, the City Council adopted Ordinance No. 2020-____ terminating the Redevelopment Plan and the designation of the Redevelopment Area as a redevelopment area; and

F. As a result of the termination of the Redevelopment Plan and designation of the Redevelopment Area, no additional TIF revenues will be generated to fund reimbursement of any redevelopment project costs as contemplated by the Redevelopment Agreement; and

G. In view of the termination of the Redevelopment Plan and designation of the Redevelopment Area and the previous termination of the agreements with the Site Developer, the City and Corporation desire to terminate the Redevelopment Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreement herein set forth, the City and Corporation do hereby covenant and agree as follows:

Section 1. The Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin, Missouri and the Joplin Redevelopment Corporation, Inc., entered into on May 29, 2013 is hereby terminated.

Section 2. Upon full execution by the City and Corporation, this Termination Agreement shall be recorded by the City in the Jasper County Office of the Recorder of Deeds.

Section 3. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

IN WITNESS WHEREOF, the undersigned have executed or caused this Agreement to be executed and delivered as of the date stated above.

CITY OF JOPLIN, MISSOURI

By: _____
Gary Shaw, Mayor

ATTEST:

By: _____
Barbara Gollhofer, City Clerk

JOPLIN REDEVELOPMENT CORPORATION, INC.

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, in and for said state, personally appeared Gary Shaw, Mayor of the City of Joplin, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri, known to me to be the person who executed the within Agreement on behalf of the City of Joplin 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 City and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:_____

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, in and for said state, personally appeared _____, Chairman of the Joplin Redevelopment Corporation, Inc., an urban redevelopment corporation organized pursuant to Chapter 353 of the Revised Statutes of Missouri, known to me to be the person who executed the within Agreement on behalf of said Corporation 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 City and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:_____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A SPECIFIC DESCRIPTION OF THE BOUNDARIES OF THE REDEVELOPMENT AREA IS AS FOLLOWS:

Joplin TIF Boundary Description
10.01.12

All that part of Section 2, Section 3 and Sections 10 through 17, inclusive, of Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows:

BEGINNING at the intersection of the South line of Section 14, Township 27 North, Range 33 West and the East right-of-way line of South Main Street, as now established; thence Northerly along said East right-of-way line, a distance of 320 feet, more or less, to a point of intersection with the South right-of-way line of East 31st Street, as now established; thence Easterly along said South right-of-way line, a distance of 115 feet, more or less, to a point of intersection with the Southerly extension of the East line of the existing alley lying east of and adjacent to Lots 17 through 40, inclusive, of Lukes Southern Addition, a subdivision in the City of Joplin, Jasper County, Missouri; thence Northerly along said East line, a distance of 1,350 feet, more or less, to a point of intersection with the South right-of-way line of East 28th Street, as now established; thence Easterly along said South right-of-way line, a distance of 3,000 feet, more or less, to a point of intersection with the East right-of-way line of South Illinois Avenue, as now established; thence Northerly along said East right-of-way line, a distance of 885 feet, more or less, to a point of intersection with the South right-of-way line of East 26th Street, as now established; thence Easterly along said South right-of-way line, a distance of 2,650 feet, more or less, to a point of intersection with the East right-of-way line of Connecticut Avenue, as now established; thence Northerly along said East right-of-way line, a distance of 900 feet, more or less, to a point of intersection with the South right-of-way line of East 24th Street, as now established; thence Easterly along said South right-of-way line, a distance of 3,450 feet, more or less, to a point of intersection with the West right-of-way line of Texas Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 560 feet, more or less, to a point lying 66.67 feet North of the South line of the Northeast Quarter of Section 13, Township 27 North, Range 33 West; thence Easterly along the Westerly extension of the South line of the land described in the Jasper County Recorder’s Office in Book 1859, at Page 1215, and beyond, along said South line, and beyond, along the South line of the land described in the Jasper County Recorder’s Office in Book 1424, at Page 2050 (Skateland Tract), a distance of 400 feet, more or less, to the Southeast corner of said Skateland Tract; thence Northerly along the East line of said Skateland Tract, a distance of 272 feet, more or less, to the Northeast corner thereof; thence Easterly along the North line of the land described in the Jasper County Recorder’s Office in Book 1547, at Page 1848, a distance of 120 feet, more or less, to a point of intersection with the South right-of-way line of said East 24th Street; thence Easterly along said South right-of-way line, a distance of 870 feet, more or less, to a point of intersection with the East right-of-way line of South Range Line Road, as now established; thence Northerly along said East right-of-way line, a distance of 4,200 feet, more or less, to a point of intersection with the North right-of-way line of East 15th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,400 feet, more or less, to a point of intersection with the West right-of-way line of said Texas Avenue; thence Southerly along said West right-of-way line, a distance of 460 feet, more or less, to the Southeast corner of the tract of land described in the Jasper County Recorder’s Office in Book 1744, at Page 1138; thence Westerly along the South line of said tract of land, and beyond, along the South line of the land described in the Jasper County Recorder’s Office In Book 2109, at Page 260, and beyond, along the South line of the land described in the Jasper County Recorder’s Office in Book 1393, at Page 409, a distance of 630 feet, more or less, to a point in the East line of the land described in the Jasper County Recorder’s Office in Book 1861, at Page 2156 (Dennis Park Tract), thence Southerly along the East line of said Dennis Park Tract, a distance of 35 feet, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Dennis Park Tract, a distance of 148 feet, more or less, to

a point in the East line of the land described in the Jasper County Recorder’s Office in Book 1851, at Page 444 (Carpenter Tract); thence Southerly along the East line of said Carpenter Tract, a distance of 285 feet, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Carpenter Tract, and beyond, along the South line of the land described in the Jasper County Recorder’s Office in Book 1682, at Page 257, and beyond, along the South line of the land described in the Jasper County Recorder’s Office in Book 1312, at Page 27 (Righthouse Tract), a distance of 465 feet, more or less, to the Southwest corner of said Righthouse Tract; thence Northerly along the West line of said Righthouse Tract, and beyond, along the Northerly extension of said West line, a distance of 800 feet, more or less, to a point of intersection with the North right-of-way line of said East 15th Street; thence Westerly along said North right-of-way line, a distance of 335 feet, more or less, to a point of intersection with the North right-of- way line of Campbell Parkway, as now established; thence Northwesterly along said North right-of-way line, a distance of 3,900 feet, more or less, to a point on the east side of parcel 19101110033001000, as now established, thence Northerly along said East line to the intersection with the South right-of-way line of Missouri & Arkansas Railroad, as now established, thence Westerly along said South right-of-way line, a distance of 395 feet more or less, to the East right-of-way line for Murphy Boulevard, as now established, then Northwesterly along said East right-of-way, a distance of 705 feet more or less, to the East right-of-way line, of Illinois Avenue, as now established, thence Northerly along said right-of-way, a distance of 865 feet more or less, to a point of intersection with the East right-of-way line of Murphy Boulevard, asnowestablished;thenceNorthwesterlyalongsaidEastright-of-wayline, a distance of 4,000 feet, more or less, to a point in the Easterly extension of the North right-of-way line of East 1st Street, as now established; thence Westerly along said Easterly extension, a distance of 390, more or less, to the West right-of-way line of Kansas City Southern Railroad, as now established, thence Northerly along said West right-of-way, a distance of 2,633 feet more or less, to the Northern most tip of parcel 19100220004001000, as now established, thence Southerly along the west of parcel 19100220004001000, a distance of 463 feet more of less, to the Northeast corner of parcel 19200310032005000, as now established, thence Westerly along the North property line of parcel 19200310032005000, a distance of 110 feet more or less, to the Northwest corner of parcel 19200310032005000, as now established, then South along the West property line of parcel 19200310032005000, a distance of 526 feet more or less, to the Southeast corner of parcel 19200310032005000, as now established, thence Easterly along the South of said parcel, a distance of 111 feet more or less, to the Northeast corner of parcel 19200310032006000, as now established, thence Southerly along the East of said parcel, a distance of 200 feet more or less, to the Northwest corner of parcel 19100220004001001, as now established, thence Easterly along the North of said parcel, a distance of 86 feet more or less, to the Northeast corner of said parcel, as now established, thence Southerly along the East of said parcel, a distance of 350 feet more or less, to the Southeast corner of said parcel, as now established, thence Westerly along the South of parcels 19200310032009001, 19100220004001001 and 19200310032010001, a distance of 200 feet more or less, to the East right-of way of Main Street, as now established, thence Southerly along the East of said right-of way, a distance of 50 feet more or less, to the Northwest corner of parcel 19200310032009000, as now established, thence East and South along the North and East property line of parcel 19200310032009000, a distance of 196 feet more or less, to the Southeast corner of said parcel, as now established, the Southerly along the East of parcels 19200310032013000 and 19200310032011000, a distance of 325 feet more or less, to the Southeast corner of parcel 19200310032013000, as now established, thence West along the Southern property boundary of said parcel, a distance of 118 feet more or less, to the Southwest corner of said parcel, said point also being on the East right-of-way of Main Street, thence North along the West of parcel 19200310032013000, a distance of 50 feet more or less, to a point of intersection with the Easterly extension of the North right-of-way line of West B Street, as now established; thence Westerly, along said Easterly extension, and beyond, along said North right-of-way line, a distance of 600 feet, more or less, to a point of intersection with the West right-of-way line of North JoplinAvenue,asnowestablished;thenceSoutherlyalongsaidWestright-of-wayline,a distance of 450 feet, more or less, to a point of intersection with the North right-of-way line of West A Street, as now established; thence Westerly along said North right-of-way line, a distance of 320 feet, more or less, to a point of intersection with the West right-of-way line of North Wall Avenue, as now established; thence Southerly, along said West right-of-way line, a distance of 365 feet, more or less, to a point of

intersection with the North right-of-way line of West 1st Street, as now established; thence Westerly along said North right-of-way line, a distance of 320 feet, more or less, to a point of intersection with the West right-of-way line of South Pearl Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 720 feet, more or less, to a point of intersection with the North right-of-way line of West 3rd Street, as now established; thence Westerly along said North right-of-way line, a distance of 370 feet, more or less, to a point of intersection with the West right-of-way line of South Byers Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 4,400 feet, more or less, to a point of intersection with the South right-of-way line of West 13th Street, as now established; thence Easterly along said South right-of-way line, a distance of 710 feet, more or less, to a point of intersection with the West right-of-way line of said South Wall Avenue; thence Southerly along said West right-of-way line, a distance of 1,720 feet, more or less, to a point of intersection with the North right-of-way line of West 18th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,670 feet, more or less, to a point of intersection with the West right-of-way line of South Jackson Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 450 feet, more or less, to a point of intersection with the North right-of-way line of West 19th Street, as now established; thence Westerly along said North right-of-way line, a distance of 660 feet, more or less, to a point of intersection with the West right-of-way line of South Bird Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 385 feet, more or less, to a point of intersection with the North right-of-way line of West 20th Street, as now established; thence Westerly along said North right-of-way line, a distance of 5,100 feet, more or less, to a point of intersection with the West right-of-way line of Roosevelt Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 830 feet, more or less, to a point of intersection with the North right-of-way line of West 22nd Street, as now established; thence Westerly along said North right-of-way line, and beyond, along the Westerly extension of said North right-of-way line, a distance of 520 feet, more or less, to a point of intersection with the Northerly extension of the East line of the tract of land described in the Jasper County Recorder’s Office in Book 1426, at Page 1483 (Barnard Tract); thence Southerly along said Northerly extension, and beyond, along said East line, a distance of 540 feet, more or less, to the Southeast corner of said Barnard Tract; thence Westerly along the South line of said Barnard Tract, a distance of 425 feet, more or less, to the Southwest corner thereof; thence Northerly along the West line of said Barnard Tract, a distance of 190 feet, more or less, to a point of intersection with the North right-of-way line of West 23rd Street, as now established; thence Westerly along said North right-of-way line, a distance of 185 feet, more or less, to a point of intersection with the West right-of-way line of South Walnut Avenue, as now established; thence Southerly along said West right-of-way line of South Walnut Avenue, a distance of 660 feet, more or less, to a point of intersection with the North right-of-way line of West 24th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,150 feet, more or less, to a point of intersection with the West right-of-way line of Schifferdecker Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 840 feet, more or less, to a point of intersection with the North right-of-way line of West 26th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,960 feet, more or less, to a point of intersection with the West right-of-way line of South Iron Gates Road, as now established; thence Southerly along said West right-of-way line, a distance of 675 feet, more or less, to a point of intersection with the North right-of-way line of West 27th Street, as now established; thence Westerly along said North right-of-way line, a distance of 630 feet, more or less, to a point of intersection with the West right-of-way line of South Golf Link Road, as now established; thence Southerly along said West right-of-way line, and beyond, along the Southerly extension of said West right-of-way line, a distance of 1,980 feet, more or less, to a point of intersection with the North right-of-way line of West 32nd Street, as now established; thence Easterly along said North right-of-way line, a distance of 7,530 feet, more or less, to a point of intersection with the South line of Section 16, Township 27 North, Range 33 West; thence Easterly along said South line, and beyond, along the South line of Section 15, Township 27 North, Range 33 West, a distance of 2,540 feet, more or less, to a point of intersection with said North right-of-way line of 32nd Street; thence departing said South line of Section 15, along said North right-of-way line, a distance 2,960 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING therefrom the following described tract of land:

BEGINNING at the intersection of the North right-of-way line of East 18th Street, as now established, and the East right-of-way line of South Virginia Avenue, as now established; thence Easterly along said North right-of-way line of East 18th Street, a distance of 1,220 feet, more or less, to a point of intersection with the West right-of-way line of South Missouri Avenue, as now established; thence Northerly along said West right-of-way line, a distance of 450 feet, more or less, to a point of intersection with the North right-of-way line of East 17th Street, as now established; thence Easterly along said North right-of-way line, a distance of 1,494 feet, more or less, to the South east corner of Lot 155 in Campbell’s 6th Addition, a subdivision in the City of Joplin, Jasper County, Missouri; thence Northerly along the East line of said Lot 155, a distance of 55 feet, more or less, to the Northeast corner thereof, said point being in the South line of Lot 156 of said subdivision; thence Easterly along said South line of Lot 156, a distance of 45 feet, more or less, to the Southeast corner thereof, said point being in the Westerly railroad right-of-way line, as now established; thence Northwesterly along said Westerly railroad right-of-way line, a distance of 1,900 feet, more or less, to a point of intersection with the South right-of-way line of East 12th Street, as now established; thence Westerly along said South right-of-way line, a distance of 2,140 feet, more or less, to a point of intersection with said East right-of-way line of South Virginia Avenue; thence Southerly along said East right-of-way line, a distance of 2,340 feet, more or less, to the POINT OF BEGINNING.

Also EXCLUDED from the Redevelopment Area are parcels 19101120013001000, 19201010001001000, 19501540032012000, 19101240011035000, 19101240011034000, 19501510036002000, 19601430017005000, 19501630005003000, 19501630009008000, 19501640001112000, 19501640001110000, 19601420023011000, 19100230046001004, 19200340017007003, and 19401740011005000, which are also described as follows:

Property Address	Book/Page	Legal Description
2920 S. Main Street	2037/1459	Lot 65 Luke's Southern Addition to the City of Joplin, Jasper County
1710 Texas Avenue	2214/0709	Lots 3 & 4 Lenger's Addition to the City of Joplin, Jasper County
1722 Texas Avenue	2216/1803	Lots 5 & 6 Lenger's Addition to the City of Joplin, Jasper County
2401 S. Wall Avenue	2232/0813	Lot 56 O'Keefes 2nd Addition to the City of Joplin, Jasper County
2727 Ohio Avenue	2204/2141	S. 48' of Lot 452 and all of Lot 453 in Norman-Foule Addition to the City of Joplin, Jasper County
2520 S. Kingsdale	2236/0710	Lot 14 Woodcrest Terrace Addition to the City of Joplin, Jasper County
3101 Jefferson Avenue	1678/2089	Lot 20 and adjacent vacated walkway in Garvin's Oakhill Addition to the City of Joplin, Jasper County
3115-3117 Tyler Avenue	1728/1865	Lot 12 in Tyler Subdivision in the City of Joplin, Jasper County
3145-3147 Tyler Avenue	1728/1844	Lot 17 in Tyler Subdivision in the City of Joplin, Jasper County
2549 Iowa Avenue	1969/0566	Lot 60 in Durham Acres Addition to the City of Joplin, Jasper County
409 E. 7th Street	1900/1865	All of a tract of land described as commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 2, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North along the east line of said Quarter, 30.0 feet to the North line of 7th Street, thence South 88 degrees, 41 minutes west along said line 272.51 Feet to the point of beginning, thence South 88 degrees 41 minutes West 138.74 feet, thence North 23 degrees 12 minutes 06 seconds East 159.32 feet, thence North 0 degrees 05 minutes 50 seconds East parallel to the East line of Kentucky Avenue 203.38 feet to the South line of Railroad, Thence North 85 degrees 15 minutes 30 seconds East along said line 237.10 feet, Thence South 0 degrees 5 minutes 50 seconds West 49.02 feet, Thence South 35 degrees 09 minutes 29 seconds West 278.66 feet, Thence South 0 degrees 05 minutes 50 seconds West 89.37 feet to the point of beginning, except any part taken or deeded for road purposes.
120 S. Main Street	2163/1035	S. 1/2 of lot 27 in Murphysburg Orig. in the City of Joplin, Jasper County
3101 S. Kelley Dr.	1828/1798	Lot 14 Sunset Ridge 4th Addition, to the City of Joplin, Jasper County
701 S. Main Street	1548/2029	Lots 1 to 3 excluding the South 10' of Lot 3 and and the North 10' of Lot 3 and the West 1/2 of the vacated alley East of and adjoining the South 40' of Lot 3 in Byers and Murphys Addition to Murphysburg in the City of Joplin, Jasper County
701 S Main - Parking Lot	1548/2029	Lots 1 and 2 and North 10' Lot 3 and all of adjacent vacated alley in Norton's Subdivision to the City of Joplin, Jasper County

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #:____2020-04_____ BID ITEM DESCRIPTION:__ VEHICLE RESCUE EQUIPMENT

BID OPENING DEADLINE:_____ 3/16/2020 12:00 DEPARTMENT:_____ FIRE DEPARTMENT

REQUISITION NUMBER:_____ DATE & TIME OPENED: 03/16/2020 @ 12:00 PM

OPENED BY:_____ WITNESSED BY:_____

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID PACKAGE #1 COMBI-TOOL	BID PACKAGE #2 LARGE TOOLS	BID PACKAGE #3 TRAINING	TOTAL FOR BID
MACQUEEN (Holmatro)	3/6/2020	JOEL MENKE	800-832-6417	N	$ 72,144.12	$ 76,153.28	$ 350.00	$ 148,647.40
ALEX AIR (Hurst)	3/10/2020	BILLY HURT	800-264-2320	N	$ 62,250.00	$ 65,360.00	$ -	$ 127,610.00
FIREMASTER (Genesis)	3/12/2020	CHRIS THOMPSON	800-641-4724	N	$ 61,317.00	$ 75,278.00	$ -	$ 136,595.00
JON'S MID-AMERICA (TNT)	3/12/2020	JUSTIN KELTNER	417-887-0534	N	$ 54,348.00	$ 59,562.28	$ -	$ 113,910.28

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-604: authorizing the City of Joplin to enter a purchase order with Jon's Mid America Fire Apparatus Inc., for the purpose of purchasing TNT Extrication Equipment, for the not to exceed price of One-Hundred Twelve Thousand Five-Hundred Fifty-Four and 60/100. ($112,554.60)

MEETING DATE
April 20, 2020

ORIGINATING DEPT
Fire

ATTACHMENTS
CB20202-604 Ordinance; Bid Tabulation

REVIEWED BY
Dept. Head: James Furgerson; City Attorney: Peter Edwards; City Manager: Nick Edwards; Finance Director Leslie Haase

SUMMARY
This Council Bill authorizes the City to enter into a purchase order with Jon's Mid America Fire Apparatus Inc. for the purpose of purchasing TNT Extrication Equipment.

BACKGROUND
This Council bill proposes the purchase of TNT Extrication Equipment. The Fire Department put out bids on February 16, 2020 and on March 16, 2020 we held a bid opening and received four bids. The lowest bid was received by Jon's Mid America Fire Apparatus Inc. In the amount of $113,999.40, however there were a few options that we did not accept and that the brought the cost down to $112,554.60
This extrication equipment is being funded by an AFG (Assistance to Firefighters Grant) that the Fire Department was awarded in August 2019 and it is a matching grant that the city is required to pay only 10% of the cost or $11,255.46.
The technical specifications of the extrication equipment meet all the needs of the Fire Department.

FUNDING SOURCE
The Fiscal Year 2020 budget included replacing extrication equipment for the amount of $169,400.00 this includes grant money and money from the General Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2020-604 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a purchase order with Jon's Mid-America Fire Apparatus, LLC, a Missouri Limited Liability Company, for the purpose of purchasing new and unused TNT Extrication Equipment for the not exceed price of One-Hundred Twelve Thousand Five-Hundred Fifty-Four and 60/100 Dollars ($112,554.60); 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 purchase order by and between the City of Joplin and Jon's Mid-America Fire Apparatus, LLC, for the purpose of purchasing new and unused TNT Extrication Equipment for the not to exceed price of One-Hundred Twelve Thousand Five-Hundred Fifty-Four and 60/100 Dollars ($112,554.60).

Section 2. That the City Manager of the City of Joplin, or his designee, is hereby authorized and directed to execute said purchase order by and on behalf of the City of Joplin, Missouri.

Section 3. That the City hereby declares that this Ordinance dealing with public safety, is considered 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 for the purchase of extrication for public safety purposes.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-605 – approving a Purchase Order for annual communications services and maintenance support with Motorola Solutions, Inc.

MEETING DATE
April 20, 2020

ORIGINATING DEPT
Joplin Police Department (Emergency Communications)

ATTACHMENTS
Council Bill No. 2020-605

REVIEWED BY
Dept. Head: Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards.

SUMMARY
This Council Bill approves a Purchase Order between the City of Joplin, Missouri, and Motorola Solutions, Inc., in the amount of One Hundred Forty-Four Thousand, Two Hundred Sixty-Six Dollars ($144,266.00), providing continuing system maintenance of infrastructure components provided by Motorola.

BACKGROUND
The Motorola Digital Radio System is a complex system of routers, servers, combiners, microwave systems, etc., and requires monitored maintenance of the system infrastructure and an immediate customer service response should the system and/or system components fail. This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure.

FUNDING SOURCE
These payments are included in the FY 2019-2020 budget of the Joplin Police Department.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) 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. 2020-605 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order in the amount of One Hundred Forty-Four Thousand, Two Hundred Sixty-Six Dollars ($144,266.00) to be issued to Motorola Solutions, Inc., to cover the Communications Services and Maintenance Support as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and containing an emergency clause.

WHEREAS, Motorola Radio Communications Services and Maintenance has been covering the infrastructure for more than 10 years; and,

WHEREAS, in the FY2020 budget process, Council approved and budgeted funds to cover the annual support payment for system maintenance of infrastructure components.

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

Section 1. That a Purchase Order issued to Motorola Solutions, Inc., covering the annual support payment in the amount of One Hundred Forty-Four Thousand, Two Hundred Sixty-Six Dollars ($144,266.00) for the Communication Services and Maintenance of infrastructure components, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) 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 an appropriation that is budgeted with payment due immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney