COUNCIL AGENDA
Monday, June 19, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. PROCLAMATION
      A proclamation recognizing David DuRall II for his work with area teens.

   2. PRESENTATION
      FIRE OPS 101: presented by Captain Adam Grimes on behalf of Joplin Professional Firefighters Local 59.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. June 5, 2017 City Council Meeting Minutes

      Documents:

      6-5 CC MINS.PDF

   2. COUNCIL BILL NO. 2017-262
      AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 3, located 350ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri

      Documents:

      CB2017-262.PDF

   3. COUNCIL BILL NO. 2017-263
      AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 4, located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB2017-263.PDF

   4. COUNCIL BILL NO. 2017-264
      AN ORDINANCE requesting to review the Final Plat of TWIN HILLS Plat 3, located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri.

Documents:

CB2017-264.PDF

5. COUNCIL BILL NO. 2017-265

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 2925 East 14th Street in the City of Joplin, Jasper County, Missouri.

Documents:

CB2017-265.PDF

9. Resolutions

1. RESOLUTION NO. 2017-008
A RESOLUTION authorizing the filing of a Ninth Amendment to the Initial 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 Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

Documents:

RS 2017-008 AMEND9_ACTIONPLAN_FINAL.PDF
RS 2017-008 SUMMARY.PDF
RS 2017-008.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-139
AN ORDINANCE approving Work Authorization with Allgeier-Martin & Associates Inc. in the not to exceed amount of Thirty Thousand and One and No/100 Dollars ($30,001.00) for engineering services associated Grit Auger Design, Bidding and Construction Management for the Turkey Creek Wastewater Treatment Facility and containing an emergency clause.

Documents:

CB 2017-139_SUMMARY SHEET GRIT AUGER.PDF
COMPLETE WAA AMA-OC-004.PDF
CB 2017-139.PDF

2. COUNCIL BILL NO. 2017-400
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with R.E. Smith Construction for Construction Services for the new Joplin Senior Center, authorizing the City Manager, or his designee, to execute said Agreement for the City; and containing an emergency clause.

Documents:

CB 2017-400 SUMMARY.PDF
CB 2017-400 -TABULATION.PDF
CB 2017-400.PDF

CB 2017-400-EXHIBIT A-AGREEMENT.PDF
CB 2017-400-PERSPECTIVE VIEWS.PDF
CB 2017-400-SR CENTER CONCEPT.PDF
CLEAN SITE PLAN WITH WEST RAMP.PDF

3. COUNCIL BILL NO. 2017-401
AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #2 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed One Million, Nine Hundred Fifty-Two Thousand and Forty Dollars ($1,952,040) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents:

CB 2017-401.PDF
CB 2017-401-SUMMARY.PDF
CB 2017-401-WORK AUTHORIZATION 2.PDF

4. COUNCIL BILL NO. 2017-451
AN ORDINANCE authorizing Local Public Health Department Infrastructure Grant Agreement 17-0202-PHI-17, by and between the Missouri Foundation For Health, and the City of Joplin, Missouri, for a 12 month period beginning June 1, 2017, for the purposes of purchasing various equipment and supplies, for an amount of Thirty Thousand Dollars, no Cents, ($30,000.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause

Documents:

CB2017-451-SUMMARY SHEET.PDF
CB2017-451-COUNCIL BILL.PDF
CB2017-451-SUPPLEMENTAL ITEM 17-0202-PHI-17 AGREEMENT (1).PDF

5. COUNCIL BILL NO. 2017-511
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-511 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2017-511 FY 17 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-511 SCHEDULE A BUDGET AMENDMENT JUNE 2017.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Approve Reappointment Of Jeff Yarnall To Personnel Board.

2. News From The PIO

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES June 5, 2017

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America –led by Mr. Shaw.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Miranda Lewis, Dan McCreary, Gary Shaw; Michael Seibert, Phil Stinnett and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Mr. Stinnett, second by Mr. West to excuse Mr. Brown and Mr. Stanley. Motion carried.

PRESENTATIONS
Finance Director Leslie Haase, Segal Consulting representative Ruth Donahue, and actuary Dan Arntzen presented the City of Joplin's Health Strategy Initiative and discussed the Reserve Policy Guide and Recommendations

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
Request from Major Jered Horn, Commander of the Colonel Travis Hoover Composite Squadron; Lt. Colonel Brian Jones, Air Force, Retired, Col. Travis Hoover Composite Squadron and Civil Air Patrol; and Brigadier General Mike McClendon, Air Force, Retired, to address council regarding a request for support to be considered as public service users of the vacated space of the Public Safety Training Center at the south wing of the general aviation terminal. CAP would also like consideration of the $2.5 million expansion of the airfield project to get some, if not all, of the aerospace science and technology center out of the present space in the basement of aviation terminal. The current lease for the use of the general aviation terminal in the basement expires March 2018 and the CAP would like some resolution with that, as well. City Manager Sam Anselm stated he would meet with Airport Director Stockam and Public Works Director Hertzberg to review FAA compliance guidelines.

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

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

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

COUNCIL BILL NO. 2017-265 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 2925 East 14th Street in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Michael Piers, 2915 E. 14th Street, Joplin appeared on behalf of this request.

Wayne Stevenson, Anderson Engineers Consulting, appeared on behalf of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2017-265. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-265 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Bill was read as being **Council Bill No. 2017-265**.

CONSENT AGENDA – Motion by Mr. Shaw, second by Mr. West, to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley.

Minutes of the May 15, 2017 Council Meeting

COUNCIL BILL NO. 2017-261 - an ordinance authorizing the City of Joplin to enter into an Agreement with Transystems Corporation for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's Bicycle and Pedestrian Transportation Plan; authorizing the City Manager to execute said Agreement for the City. **Ordinance No. 2017-084**

RESOLUTIONS

Mr. West introduced RESOLUTION NO. 2017-007 - a resolution authorizing the Director of Public Works to sign documentation for the City of Joplin with the Environmental Protection Agency and the Department of Natural Resources; and to authorize the Director of Public Works to furnish all required documentation. Motion by Mr. West, second by Mrs. Colbert-Kean, that Resolution No. 2016-007 be approved. Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley.

ORDINANCES – EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2017-137-an ordinance authorizing the City of Joplin to enter into an agreement with G & G Construction Co. Inc. for the purpose of Shoal Creek WWTP trickling filter renovation for the not to exceed price of Eight Hundred Sixty-Five Thousand Four Hundred Three and 00/100 Dollars ($865,403.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion

by Mr. Shaw, second by Mr. Stinnett that Council Bill No. 2017-137 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-085**

Mr. West introduced COUNCIL BILL NO. 2017-138-an ordinance authorizing the City of Joplin to enter into an agreement with Crews Construction Inc. for the purpose of Turkey Creek WWTP Anaerobic Digester Repairs for the not to exceed price of Four Hundred Eighty-Two Thousand Six Hundred Three and 00/100 Dollars ($482,600.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. West, second by Stinnett that Council Bill No. 2017-138 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-086**

Mr. Shaw introduced COUNCIL BILL NO. 2017-140-an ordinance authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for construction of storm water improvements in the area of Delaware Ave 15th to 18th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Stinnett, that Council Bill No. 2017-140 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-087**

Mr. West introduced COUNCIL BILL NO. 2017-141-an ordinance approving Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed amount of Sixty-Eight Thousand Nine Hundred Seventy-Six and No/100 Dollars ($68,976.00) for engineering Construction and management phase services associated with the Trickling Filter for the Shoal Creek Wastewater Treatment Facility and containing an emergency clause. Motion by Mr. West, second by Mr. Shaw that Council Bill No. 2017-141 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-088**

Mr. West introduced COUNCIL BILL NO. 2017–370 - an ordinance approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 512 S. Jackson in the City of Joplin, Missouri, for the amount of Three Thousand One Hundred Twenty-Eight and 00/100 Dollars (3,128.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-370 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-089**

ORDINANCES – FIRST READING

Mr. Shaw introduced COUNCIL BILL NO. 2017-262-AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 3, located 350ft. East of 33rd Street and John Duffy Drive in the

City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, second by Mrs. Colbert-Kean, that Council Bill No. 2017- 262 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was read as being Council Bill No. 2017-262.

Mr. Shaw introduced COUNCIL BILL NO. 2017-263 – AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 4, located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-263 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was read as being Council Bill No. 2017-263.

Mr. West introduced COUNCIL BILL NO. 2017-264 - an ordinance requesting to review the Final Plat of TWIN HILLS Plat 3, located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mr. Shaw that Council Bill No. 2017-264 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley. The Council Bill was read as being Council Bill No. 2017-264.

ORDINANCES – SECOND AND THIRD READING

Mr. Stinnett introduced COUNCIL BILL NO. 2017-509-an ordinance approving the job description for Utility Billing Supervisor and the placement of the position within the Salary Administration Plan for the City of Joplin. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-509 be passed on Second Reading and Advanced to Third and Passed. Voting in favor were Council Members Colbert-Kean, Lewis, Shaw, Seibert, Stinnett and West, 6. Nays: 1, McCreary, Absent: 2, Brown; Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-090**

UNFINISHED BUSINESS

NEW BUSINESS:

Approval for Out of Class Pay for Assistant City Clerk

Motion by Mr. Shaw, second by Mr. West to approve the out of class pay for the Assistant City Clerk. Voting in favor were Council Members Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 7. Nays: 0. Absent: 2, Brown; Stanley.

Appointments and Reappointments to Boards and Commissions

The following board members were approved for reappointment by a vote of 7-0-2. Absent: Brown, Stanley:

Airport: William Harding
Capital Imp: Harvey Hutchinson
Capital Imp: Ryan Jackson
City Tree: Jason Grossman
CVAB: Mike Wilson
JSA: Heather Arnold
Library: Doug Glynn (3 terms allowed)
P&Z: Seth Dermott

The following new appointments were approved by a vote of 7-0-2:

ADA: Greg Salzer; Jeff Hughey; Jimmie Black.
Airport: Richard Russell; Mike Bentley
Board of Adjustment: Ron Brewer
Building Board of Appeals: William Tylle
City Tree: JJ Spurlin
CVAB: Terri Nighswonger
Housing Authority: Corliss Berry
JSA: Melissa Rodgers; James Weber
Library: Lisa Erickson
Parks & Rec: Kreg Selvey
Personnel Bd: Annette Reeves; Jeff Hughey
P&Z: Debra Koelkebeck; Janice Steele
Traffic: James Fleischaker

News from the PIO

The Joplin Public Library will hold an Auction Saturday, June 10. The Auction will be held at 9 a.m. in their former facility at 300 South Main Street. Surplus items to be sold include tables, chairs, bookshelves, office furniture, desks, and filing cabinets, along with some. Electronics in the sale range from computers and printers to a smart board and a large format printer. The sale will also offer various miscellaneous items from the former library. A complete listing, plus photos, can be found at auctionzip.com by entering zip code 64801 and Auction ID number 5591 and then clicking Search Auctions tab.

As Joplin residents work around their yards for the summer, we'd like to remind them that the City will open the tree limb and brush drop-off site on Saturday, June 17 from 8 a.m. to 2 p.m. The drop-off site is located at 1702 North Schifferdecker Avenue, six tenths of a mile north of Belle Center Road on the west side of Schifferdecker. This free drop-off service is for Joplin residents only and has no load limits. Leaves, grass clippings, trash, etc. will not be accepted.

Once residents are done with their yardwork, we invite them to Movies in the Park on Saturday, June 17th. This month's movie is "Space Jam", and will be shown after the Joplin Outlaws game at Joe Becker Stadium. Mark your calendars for next month's movie – Finding Dory. It's scheduled for Friday, July 21, at Schifferdecker Pool, starting at dusk. This year's Movies in the Park series is brought to you by the Parks and Recreation department, the Convention and Visitors Bureau, and the Frank Fletcher Auto Group.

Submitted,

Barbara J. Gollhofer

Barbara J. Gollhofer. Assistant City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-262
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-262
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

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

SUMMARY/REQUEST:

Case 014-17: 350 ft. East of 33rd Street and John Duffy Drive -A request to review the Final Plat of The Woodlands Plat 3 for the construction of single-family residential development- Schuber Mitchell Homes

STAFF SUMMARY:

This final plat approval is for The Woodlands Plat 3. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 36 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 014-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchell, 1621 Anderson Drive, Webb City, Missouri, stated that The Woodlands Plat 3 is an extension of The Woodlands, Plats 1 and 2. He noted that the proposed Cedar Point development was comparable to The Woodlands. Schuber Mitchell homes work well on lots that are not as wide, because the floor plans are designed for depth rather than width. Schuber Mitchell is still able to meet all city setback requirements with narrow lots because of the design of the homes.

Mr. Smith asked if there were any questions for Mr. Mitchell? Mr. Smith asked how many lots are 50 feet wide?

Mr. Mitchell stated that 40% of the lots were 50 feet wide. The interior is where you put larger lots because as people drive further in the development, there is less traffic.

PUBLIC COMMENT:
None.

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Final Plat

CASE 014-17 Final Plat review

NAME OF SUBDIVISION The Woodlands 3

LOCATION 350 ft East of 33rd Street and John Duffy Drive

APPLICANT Schuber Mitchell Homes

PRESENT ZONING R-1-PD (Planned Single-Family Residential Development

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	C-O	C-3	N/A	R-1
Land Use	Undeveloped	Undeveloped	Newton County	Residential

SUBDIVISION

Number of lots
36

TRANSPORTATION

Streets with access	Classification	Right-of-way width
33rd Street	Collector	50’
Emilee Ruth Circle	Collector	50’
34th Place	Collector	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD? No. All

streets are being constructed to City standards and dedicated to the City as public Right-of-Way.

UTILITIES Utilities are being installed by the developer.

FLOOD PLAIN N/A

STAFF ANALYSIS

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

The proposed subdivision does not comply with the minimum lot size requirements concerning the City's Subdivision Regulations, including, minimum lot size and width. Council has the authority to approve smaller lot sizes and widths in a Planned Development overlay.

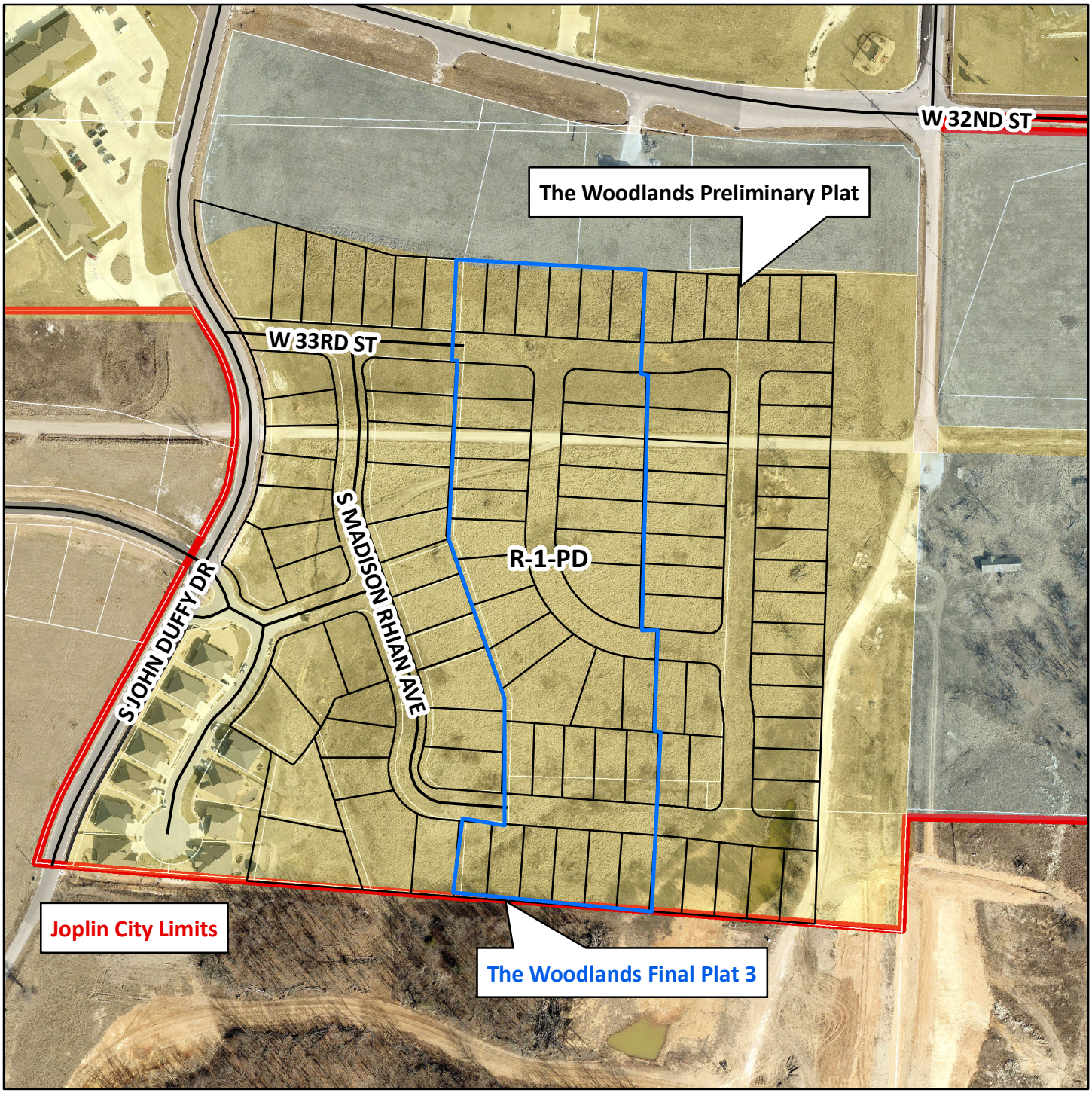
DISCUSSION

This final plat approval is for The Woodlands 3. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 36 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 014-17.

ENCLOSURES

Final Plat



0 215 430 860 1,290 1,720 Feet

Case 014-17: 350 ft East of 33rd Street and John Duffy Drive – A request to review a Final Plat for The Woodlands 3 – Schuber Mitchell Homes.

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Case 014-17: 350 ft. East of 33rd Street and John Duffy Drive – A request to review the Final Plat of The Woodlands 3 for the construction of a single family residential development – Schuber Mitchell Homes.

Dan Mitchell, 1621 Anderson Drive, Webb City, Missouri, stated that the Woodlands Plat 3 is an extension of The Woodlands, Plats 1 and 2. He noted that the proposed Cedar Point development was comparable to The Woodlands. Schuber Mitchell homes work well on lots that are not as wide, because the floor plans are designed for depth rather than width. Schuber Mitchell is still able to meet all city setback requirements with narrow lots because of the design of the homes.

Mr. Smith asked if there were any questions for Mr. Mitchell? Mr. Smith asked how many lots are 50 feet wide?

Mr. Mitchell stated that 40% of the lots were 50 feet wide. The interior is where you put larger lots because as people drive further in the development, there is less traffic.

Mr. Smith asked if there were any more questions? There were none. Any one present that would like to speak in favor of this case? There were none. Anyone like to speak against this case? There were none.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 014-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

P & Z Case 014-17
Schuber Mitchell Homes.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-262 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 3, located 350ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of THE WOODLANDS Plat 3 located 350ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 234.37 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 90°00’00” WEST, 330.12 FEET; THENCE NORTH 86°36’16” WEST, 137.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3°23’44” WEST, 169.50 FEET; THENCE SOUTH 88°07’59” EAST, 14.05 FEET; THENCE SOUTH 1°52’01” WEST, 421.82 FEET; THENCE 1.07 FEET ON A 150.00 FEET RADIUS CURVE TO THE LEFT, WITH A CHORD BEARING SOUTH 85°30’07” EAST, 1.07 FEET; THENCE SOUTH 85°42’22” EAST, 28.46 FEET; THENCE SOUTH 1°52’01” WEST, 170.15 FEET; THENCE SOUTH 85°42’22” EAST, 9.01 FEET; THENCE SOUTH 1°52’01” WEST, 170.15 FEET; THENCE NORTH 85°42’22” WEST, 0.73 FEET; THENCE SOUTH 4°17’38” WEST, 126.30 FEET; THENCE NORTH 85°42’22” WEST, 324.00 FEET TO THE SOUTHEAST CORNER OF THE WOODLANDS PLAT 2, A SUBDIVISION OF LAND AS SHOWN IN PLAT BOOK 16, PAGE 3 IN THE OFFICE OF THE RECORDER OF DEEDS IN NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, NORTH 4°17’38” EAST, 126.30 FEET; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 85°42’22” EAST, 68.50 FEET; THENCE ALONG THE EAST LINE OF THE WOODLANDS PLAT 2 AND THE WOODLANDS PLAT 1, A SUBDIVISION OF LAND AS SHOWN IN PLAT BOOK 16, PAGE 2 IN THE OFFICE OF THE RECORDER OF DEEDS IN NEWTON COUNTY, MISSOURI, NORTH 1°52’01” EAST, 202.52 FEET; THENCE CONTINUING ALONG THE EAST LINE OF THE WOODLANDS PLAT 1 THE FOLLOWING FOUR COURSES; NORTH 19°21’11” WEST, 291.17 FEET; THENCE NORTH 3°23’44” EAST, 336.61 FEET; THENCE NORTH 86°36’16” WEST, 10.72 FEET; THENCE NORTH 3°23’44” EAST, 120.00 FEET TO THE NORTHEAST CORNER OF THE WOODLANDS PLAT 1; THENCE LEAVING THE EAST LINE OF SAID SUBDIVISION, SOUTH 86°36’16” EAST, 312.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7.20 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-263
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-263
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

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

SUMMARY/REQUEST:
Case 015-17: 650 ft. East of 33rd Street and John Duffy Drive - A request to review the Final Plat of The Woodlands Plat 4 for the construction of single-family residential development-Schuber Mitchell Homes.

STAFF SUMMARY:
This final plat approval is for The Woodlands Plat 4. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 37 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 015-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchel, 1621 Anderson Drive, Webb City, Missouri, made himself available for questions.

PUBLIC COMMENT:
None.

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Final Plat

CASE 015-17 Final Plat review

NAME OF SUBDIVISION The Woodlands 4

LOCATION 650 ft East of 33rd Street and John Duffy Drive

APPLICANT Schuber Mitchell Homes

PRESENT ZONING R-1-PD (Planned Single-Family Residential Development

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	C-O	C-3	N/A	R-1
Land Use	Undeveloped	Undeveloped	Newton County	Residential

SUBDIVISION

Number of lots
37

TRANSPORTATION

Streets with access	Classification	Right-of-way width
33rd Street	Local	50’
Emilee Ruth Circle	Local	50’
34th Place	Local	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?
No. All streets are being constructed to City standards and dedicated to the City as public Right-of-Way.

UTILITIES Utilities are being installed by the developer.

FLOOD PLAIN N/A

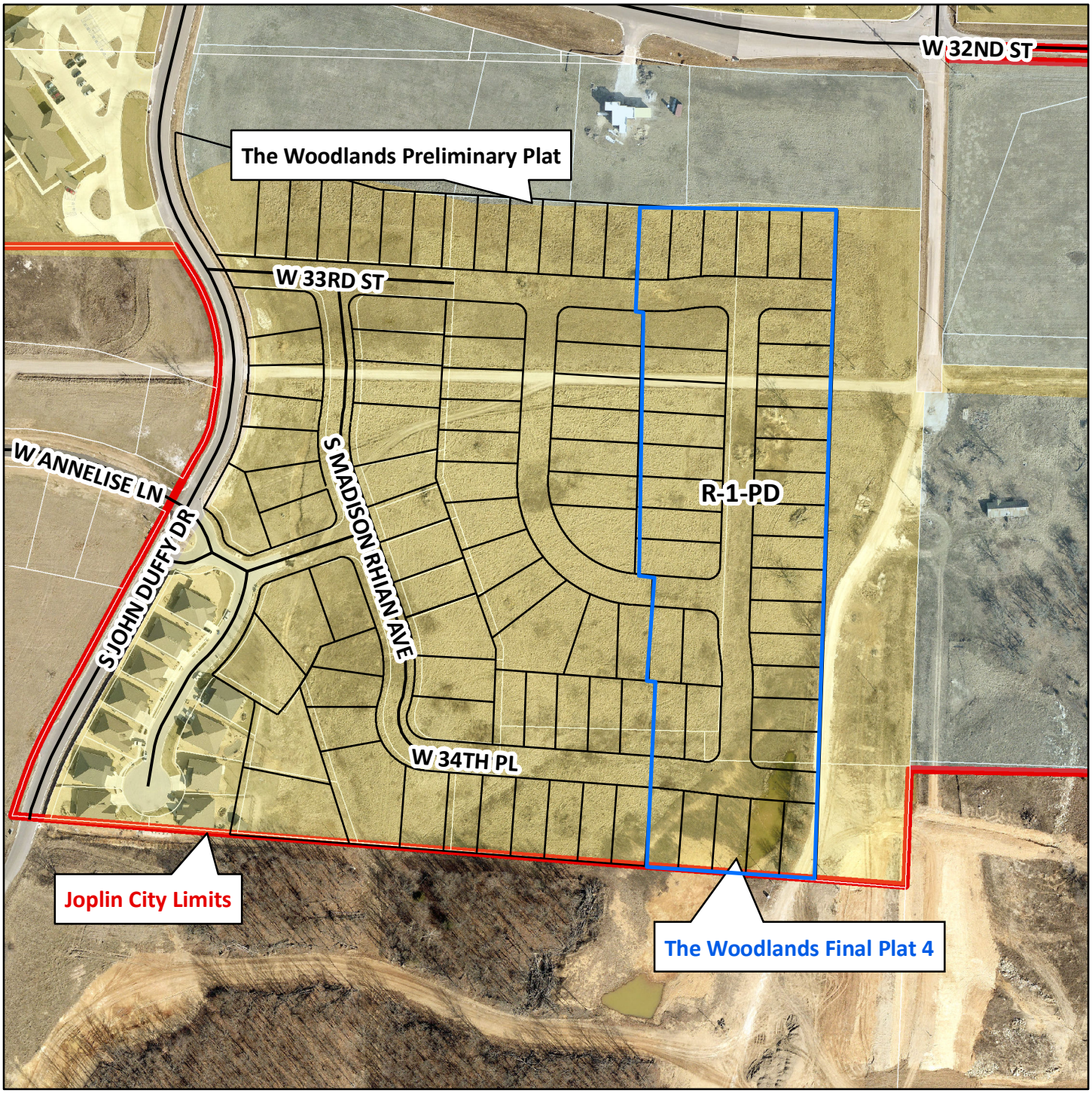
STAFF ANALYSIS

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?
The proposed subdivision does not comply with the minimum lot size requirements concerning the City's Subdivision Regulations, including, minimum lot size and width. Council has the authority to approve smaller lot sizes and widths in a Planned Development overlay.

DISCUSSION
This final plat approval is for The Woodlands 4. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 37 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 015-17.

ENCLOSURES
Final Plat



0 205 410 820 1,230 1,640 Feet

Case 015-17: 650 ft east of 33rd Street and John Duffy Drive – A request to review a Final Plat for The Woodlands 4 – Schuber Mitchell Homes.

N

Case 015-17: 650 ft. East of 33rd Street and John Duffy Drive – A request to review the Final Plat of The Woodlands Plat 4 for the construction of a single family residential development – Schuber Mitchell Homes.

Dan Mitchel, 1621 Anderson Drive, Webb City, Missouri, made himself available for questions.

Mr. Smith asked if there were any questions. There were none. Any one present that would like to speak in favor of this case? There were none. Anyone like to speak against this case? There were none.

MR. BROWN MOVED, SECONDED BY MRS. BRUECKNER-SEARS, THAT CASE 015-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

P & Z Case 015-17
Schuber Mitchell Homes.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-263 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 4, located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of THE WOODLANDS Plat 4 located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 234.37 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 90°00'00" WEST, 150.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°52'01" WEST, 1073.23 FEET; THENCE NORTH 85°42'22" WEST, 275.32 FEET; THENCE NORTH 4°17'38" EAST, 126.30 FEET; THENCE SOUTH 85°42'22" EAST, 0.73 FEET; THENCE NORTH 1°52'01" EAST, 170.15 FEET; THENCE NORTH 85°42'22" WEST, 9.01 FEET; THENCE NORTH 1°52'01" EAST, 170.15 FEET; THENCE NORTH 85°42'22" WEST, 28.46 FEET; THENCE 1.07 FEET ON A 150.00 FEET RADIUS CURVE TO THE RIGHT, WITH A CHORD BEARING NORTH 85°30'07" WEST, 1.07 FEET; THENCE NORTH 1°52'01" EAST, 421.82 FEET; THENCE NORTH 88°07'59" WEST, 14.05 FEET; THENCE NORTH 3°23'44" EAST, 169.50 FEET; THENCE SOUTH 86°36'16" EAST, 137.13 FEET; THENCE NORTH 90°00'00" EAST, 180.04 FEET TO THE POINT OF BEGINNING, CONTAINING 7.18 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-264
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-264
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

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

SUMMARY/REQUEST:
Case 016-17: 26th Street and Jimmy Weaver Drive - A request to review the Final Plat of Twin Hill Plat 3 for the construction of single-family residential development – KCC Investments.

STAFF SUMMARY:
This final plat approval is for Twin Hills Plat 3. This final plat is for Phase 3 the Twin Hills Subdivision, a 24-lot subdivision on the south side of the existing Twin Hills Golf & Country Club. This phase contains 4 lots that range in size from approximately 19,000 square feet to 30,000 square feet. A cul-de-sac will be constructed to City Standards and dedicated to the City of Joplin as public right-of-way.

Staff recommends approval of Case 016-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, explained that this is Phase 3 of an on-going platting process. It is just four (4) lots around the final cul-de-sac that hasn't been finished.

PUBLIC COMMENT:
None.

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Final Plat

CASE 016-17 Final Plat review

NAME OF SUBDIVISION Twin Hills 3

LOCATION 26th Street and Jimmy Weaver Drive

APPLICANT KCC Investments

PRESENT ZONING R-1 (Single-Family Residential Development)

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	R-1	R-1	N/A	R-1
Land Use	Undeveloped	Residential	Jasper County Residential	Residential

SUBDIVISION

Number of lots
4

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Jimmy Weaver Drive	Local	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?
No. All streets are being constructed to City standards and dedicated to the City as public Right-of-Way.

UTILITIES Property has utility connections.

FLOOD PLAIN N/A

STAFF ANALYSIS

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?
Yes. The proposed subdivision meets all City of Joplin standards and minimums as outlined in the Subdivision Regulations.

DISCUSSION
This final plat is for Phase 3 the Twin Hills Subdivision, a 24-lot subdivision on the south side of the existing Twin Hills Golf & Country Club. This phase contains 4 lots that range in size from approximately 19,000 square feet to 30,000 square feet. A cul-de-sac will be constructed to City Standards and dedicated to the City of Joplin as public right-of-way.

Staff recommends approval of Case 016-17.

ENCLOSURES
Final Plat



0 80 160 320 480 640 Feet

Case 016-17: 26th Street and Jimmy Weaver Drive – A request to review a Final Plat for Twin Hills Plat 3 – KCC Investments.

N

Case 016-17: 26th Street and Jimmy Weaver Drive– A request to review the Final Plat of Twin Hills Plat 3 for the construction of a single family residential development – KCC Investments

Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, explained that this is Phase 3 of an on-going platting process. It is just four (4) lots around the final cul-de-sac that hasn't been finished.

Mr. Smith asked if there were any questions? There were none. Any one present that would like to speak in favor of this case? There were none. Anyone like to speak against this case? There were none.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MR. DUNCAN, THAT CASE 016-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT)

P & Z Case 016-17
KCC Investments.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-264 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of TWIN HILLS Plat 3, located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of TWIN HILLS Plat 3 located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PARCEL OF LAND BEING A PART OF THE GRANTOR'S TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING THE SAME PARCEL AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2326, IN PAGE 1274, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER, SOUTH 87°58'45" EAST, 730.16 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 01°32'34" EAST, 62.00 FEET, TO THE SOUTHEAST CORNER OF LOT 7 IN TWIN HILL SUBDIVISION PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 23, AT PAGE 21, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 7, NORTH 01°32'34" EAST, 96.65 FEET, TO THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE NORTHERLY LOT LINE THE FOLLOWING FIVE COURSE, THENCE 25.66 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 27°51'49" WEST, A DISTANCE OF 24.55 FEET; THENCE NORTH 57°16'12" WEST, 55.23 FEET; THENCE 10.30 FEET ALONG A 10.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 86°46'52" WEST, A DISTANCE OF 9.85 FEET; THENCE 74.64 FEET ALONG A 58.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 79°25'25" WEST, A DISTANCE OF 69.60 FEET; THENCE SOUTH 36°10'18" WEST, 70.60 FEET; THENCE LEAVING SAID LOT 7, NORTH 54°49'02" WEST, 170.30 FEET; THENCE NORTH 00°00'00" EAST, 101.45 FEET; THENCE NORTH 64°46'34" EAST, 172.11 FEET; THENCE NORTH 82°44'45" EAST, 189.81 FEET; THENCE SOUTH 80°01'55" EAST, 35.03 FEET; THENCE SOUTH 13°49'51" EAST, 154.48 FEET; THENCE SOUTH 31°38'10" EAST, 51.31 FEET; THENCE SOUTH 36°17'51" EAST, 53.29 FEET, TO A POINT LYING ON THE WEST LINE OF LOT 15, IN TWIN HILLS SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 23, AT PAGE 40; THENCE ALONG SAID WEST LOT LINE THE FOLLOWING TWO COURSE, SOUTH 29°56'26" EAST, 110.85 FEET; THENCE SOUTH 01°32'34" WEST, 68.41 FEET, TO THE NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°27'26" WEST, 213.00 FEET, TO THE POINT OF BEGINNING; ALL LYING IN THE NORTHWEST QUARTER SECTION 17, TOWNSHIP 27

NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 2.8 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC., DRAWING NUMBER JOP-100-4461.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-265
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

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

SUMMARY/REQUEST:
Case 017-17: 2925 East 14th Street - A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive – Liz Dugger.

STAFF SUMMARY:
This property consists of a 60 x 160 ft. lot in addition to a 30 x 25 ft. piece of vacated 14th Street right-of-way. This property is owned by O'Reilly's automotive who is proposing a building expansion in addition to additional parking. The proposed expansion is approximately 2,700 square feet on the west side of the building. There will be an additional nine parking spaces added on the south side of the building. Landscaping and screening would be required between the proposed commercial lot and adjacent residential zoning.

Staff recommends approval of Case 017-17.

PLANNING & ZONING COMMISSION TESTIMONY:

Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, stated that this lot is directly behind O'Reilly's Automotive. It is also owned by O'Reilly's. It will line up with Chili's blocking off 14th Street. He has submitted a preliminary redevelopment plan showing the small 9' x 20' extension on the west side of the building along with fencing and a vegetative screen for a buffer.

Mr. Smith asked if the privacy wall will be expanded.

Mr. Hogan stated it will. Along with some tree planting on the east side of the privacy fence.

PUBLIC COMMENT:

Michael Pier, 2915 East 14th Street, Joplin, Missouri, stated that he is in favor of this because in order to finish off the fence O'Reilly needs that property to make it more uniform.

Mr. Duncan wanted to know where he lived in relation to O'Reilly's. Mr. Pier stated he lives about four (4) houses down. Mr. Duncan asked him if he was here in the Chili's matter. Mr. Pier was there. Mr. Duncan wanted to know how that was working out. Mr. Pier stated for the most part it has worked out well for the neighborhood.

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Rezoning

CASE 017-17 A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive

LOCATION 2925 East 14th Street

APPLICANT Liz Dugger

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	10,350 sq ft

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	C-1	C-3-PD	R-1
Land Use	Commercial	Commercial (O'Reilly's)	Commercial (Chili's)	Residential

FUTURE LAND USE

This area is designated as future retail/commercial in the City of Joplin's future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rangeline Road	Arterial	100'
Picher Avenue	Secondary	60'

UTILITIES Yes. Utilities – including City of Joplin sanitary sewer – run along 14th Street.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is marked as future retail/commercial development in the Future Land Use map of the Comprehensive Plan.

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

Currently, part of this site is zoned R-1 and does not accommodate commercial expansion. It is within the future commercial corridor between Rangeline Road and Highview and abuts commercial property. Due to the vacation of 14th Street and construction of a fenced barrier between Rangeline and the residential neighborhood, this site is no longer ideal for residential use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. O'Reilly's will be required to provide screening between this parcel and adjacent housing. Additionally, this rezoning would be aligned with the commercial rezoning of Chili's across 14th Street.

DISCUSSION

This property consists of a 60 x 160 ft lot in addition to a 30 x 25 ft piece of vacated 14th Street right-of-way. This property is owned by O'Reilly's automotive who is proposing a building expansion in addition to additional parking. The proposed expansion is approximately 2,700 square feet on the west side of the building. There will be an additional nine parking spaces added on the south side of the building. Landscaping and screening would be required between the proposed commercial lot and adjacent residential zoning.

Staff recommends approval of Case 017-17.

ATTACHMENTS

- Application
- Map
- Proposed site plan
- Proposed landscape plan
- Survey

PHOTOS



From west side of barrier looking toward O'Reilly's



From east side of barrier



0 130 260 520 780 1,040 Feet

Case 017-17: 2925 East 14th Street – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive – Liz Dugger.

Case 017-17: 2925 East 14th Street – A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive – Liz Dugger.

Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, stated that this lot is directly behind O'Reilly's Automotive. It is also owned by O'Reilly's. It will line up with Chili's blocking off 14th Street. He has submitted a preliminary redevelopment plan showing the small 9' x 20' extension on the west side of the building along with fencing and a vegetative screen for a buffer.

Mr. Smith asked if the privacy wall will be expanded.

Mr. Hogan stated it will. Along with some tree planting on the east side of the privacy fence.

Mr. Smith asked if there were any other questions. There were none. Mr. Smith asked if anyone would like to speak in favor of this proposal?

Michael Pier, 2915 East 14th Street, Joplin, Missouri, stated that he is in favor of this because in order to finish off the fence O'Reilly needs that property to make it more uniform.

Mr. Duncan wanted to know where he lived in relation to O'Reilly's. Mr. Pier stated he lives about four (4) houses down. Mr. Duncan asked him if he was here in the Chili's matter. Mr. Pier was there. Mr. Duncan wanted to know how that was working out. Mr. Pier stated for the most part it has worked out well for the neighborhood.

Mr. Smith asked if anyone would like to speak in opposition to this proposal? There were not. The public hearing was closed.

MR. DUNCAN MOVED, SECONDED BY MR. CORTZ, THAT CASE 017-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

P & Z Case 017-17
Liz Dugger
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 2925 East 14th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District C-1:

ALL OF LOT SIXTY-NINE (69) IN CAMPBELLS FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, ALONG WITH THE PORTION OF THE NOW VACATED 14TH STREET BEING THE NORTH HALF OF SAID STREET RIGHT-OF-WAY LYING SOUTH AND ADJACENT TO THE EAST TWENTY-FIVE (26) FEET OF SAID LOT SIXTY-NINE (69), CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AMENDMENT #9 – June 19, 2017

The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the first round of funding ($45,266,709). A submission of this amendment will be made to the U.S. Department of Housing and Urban Development (HUD).

INFRASTRUCTURE

Joplin Senior Citizens Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$4,750,000~~ $4,900,000
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park
Performance Outcomes:	Provide for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to provide a new location to adequately serve the growing senior citizen population within the City of Joplin. The existing facility currently hosts all programs and activities in the lunchroom, this is not only inadequate as it does not provide a comfortable place for seniors to meet, but causes concern for the senior's health and overall safety. The new facility will aid in providing the following services:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201(c), Public Facilities and improvements, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching

programs to enhance their quality of life and maximize independence. This funding is specifically proposed to fund infrastructure costs associated to make the new Joplin Senior Citizen's Center safer and designed more efficiently than the current center. The Center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's park, the development of Freeman Hospital's Autism Center, the proposed medical school and the development of a senior housing facility. Once all projects are completed this area will serve as a focal point/meeting place for all sectors of the community to come together and help meet the needs of its senior citizens.

PUBLIC SERVICES

Joplin Senior Citizens Center Phase II

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$250,000
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park
Performance Outcomes:	Provide furniture, fixtures, and equipment for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to fund the design and construction of a new Senior Citizens Center to adequately serve the growing senior citizens population within the City of Joplin. This allocation will provide means to purchase the necessary furniture, fixtures, and equipment required to develop and execute the programs/classes offered within the proposed Senior Center. The furniture, fixtures, and equipment will be used to carry out the programs and activities provided by the proposed Joplin Senior Center, including, but not limited to:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201(e), Public Services, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The furniture, fixtures, and equipment for the

Senior Citizens Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence.

ECONOMIC DEVELOPMENT

Crossroads Industrial Park (Phase II)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	~~$4,959,000~~ $4,559,000
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that will attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

Basis for Allocation

The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin. Funds moved

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Income Limited Clientele.

Long-term Recovery from Specific Disaster

This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY – ROUND I

AMENDMENT #9 TO INITIAL ACTION PLAN FOR THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Supplemental Appropriations Act, 2011
(Public Law 112-55)
U.S. Department of Housing and Urban Development
Docket No. FR-5628-N-01
[Federal Register: April 16, 2012 (Volume 77, Number 73)]

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I. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development ("HUD") requires the City of Joplin ("Joplin" or "the City") to submit an Action Plan for Community Development Block Grant – Disaster Recovery ("CDBG-DR") program as the main condition to the City's receipt of $45,266,709 of federal funding under the Supplemental Appropriations Act, 2012 (the "Act") (Public Law 112-55). The Act provided $400 million in CDBG-DR funds for purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) The City of Joplin's grant number for Round I funding is B-12-MT-29-0001.

This Action Plan provides an assessment of the need for the funding and the City's public outreach, citizen participation, and Capital Planning processes. This Action Plan also describes the programs and activities for which the funding is intended to be used. The City's intended programs and projects fall within the CDBG-DR Program's Activity classifications including: Housing, Infrastructure, Economic Development, and Public Services. A portion of the funds will be used for Planning and Administration of the City's CDBG-DR Program, as permitted by HUD. In addition, all expenditures of the funds, other than Administration and Planning, will meet at least one of the three federally-mandated national objectives: low- and moderate income benefit; elimination of slum and blight; and urgent need. The City of Joplin will also ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low- and moderate–income ("LMI") persons.

All funding will be in compliance with the federal requirements set forth in public notices released by HUD on April 16, 2012, in the Federal Register at Vol. 77, No. 73, Page 22583 entitled: "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under the Department of Housing and Urban Development Appropriations Act, 2012" (FR–5628–N–01).

This Amendment #9 will separate the Senior Center Project into two phases. This amendment will reallocate a total of $4,900,000 to the Senior Center Phase I, $250,000 to Senior Center Phase II, and $4,559,000 to the Crossroads Industrial Park Phase II Activities.

II. INTRODUCTION

On Sunday, May 22, 2011, a catastrophic Enhanced Fujita-5 (EF-5) tornado struck the City of Joplin, Jasper County, and Newton County in southwest Missouri in the late afternoon. With winds in excess of 200 miles per hour (mph), the ¾-mile-wide tornado cut a 6-mile path of destruction through central Joplin. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Thousands of structures were destroyed or damaged, from single family homes to apartment buildings to large retail and public buildings, including St. John's Regional Medical Center, the Home Depot, and Wal-Mart.

In the aftermath of the tornado, emergency responders and the public began conducting search and rescue operations in damaged buildings and provided medical care and shelter for survivors. The tornado overwhelmed the capabilities of the City of Joplin, Jasper County, and Newton County, requiring a massive response from Federal, State, county, local, private sector, non-profit, and voluntary organizations. Personnel from more than 400 public safety organizations deployed to Joplin to assist with response and recovery operations.

The tornado caused severe damage to the City's housing, business, infrastructure, and public service sectors. The devastation caused by the tornado emphasizes the need for a thoughtful and comprehensive long-term recovery process. This Action Plan was developed after soliciting considerable input from affected communities and stakeholder groups beginning immediately after the disaster with the Citizens Advisory Recovery Team (CART) Plan and Comprehensive Plan 2012 and ultimately concluding with the City of Joplin's Capital Plan.

To address the extensive devastation caused by the tornado in these various sectors, the City proposes a range of programs to provide relief, detailed in Section VIII – Program Descriptions. Amendments to this Action Plan will be necessary at different points throughout the long-term recovery. As additional needs are identified and prioritized or additional CDBG-DR monies are allocated to the City of Joplin by HUD, new programs may be added or existing programs may be altered in a manner necessitating amendment. Action Plan amendment protocol are described in section VI – Programmatic Procedures.

III. IMPACTED AREA

The tornado initially touched down just east of the Kansas state line near the end of 32nd Street at 5:34 pm CDT and headed due east, downing severely trees at EF0 intensity. The widening tornado then tracked into the more densely populated southwest corner of Joplin, near the Twin Hills Country Club. Several homes were heavily damaged at EF1 to EF2 strength at a subdivision in this area. The tornado continued to strengthen as it ripped through another subdivision just east of Iron Gates Rd.

The now massive wedge tornado then crossed S. Schifferdecker Ave, producing its first area of EF4 damage as several small commercial buildings were flattened. Consistent EF4 to EF5 damage was noted east of S. Schifferdecker Ave and continued through most of southern Joplin. Damage became remarkably widespread and catastrophic at the nearby St. John's Regional Medical Center. The hospital lost many windows, interior walls, ceilings, and part of its roof, and its life flight helicopter was also blown away and destroyed. Six fatalities were reported there, and the nine-story building was so severely damaged that it was deemed structurally compromised, and was later torn down. The tornado also affected neighborhoods near McClelland Boulevard and 26th Street, with houses being damaged and some being swept completely away.

As the tornado tracked eastward, it maintained EF5 strength as it crossed Main Street between 20th and 26th Streets. Virtually every business along that stretch was heavily damaged or destroyed. Entire neighborhoods were leveled in this area with some homes swept away. The storm tracked just south of downtown, narrowly missing it.

As the tornado crossed Connecticut Ave. further to the east, it destroyed several large apartment buildings, Dillon's grocery, and a local bank. The tornado then approached Range Line Road, the main commercial strip in the eastern part of Joplin, flattening additional neighborhoods along 20th Street.

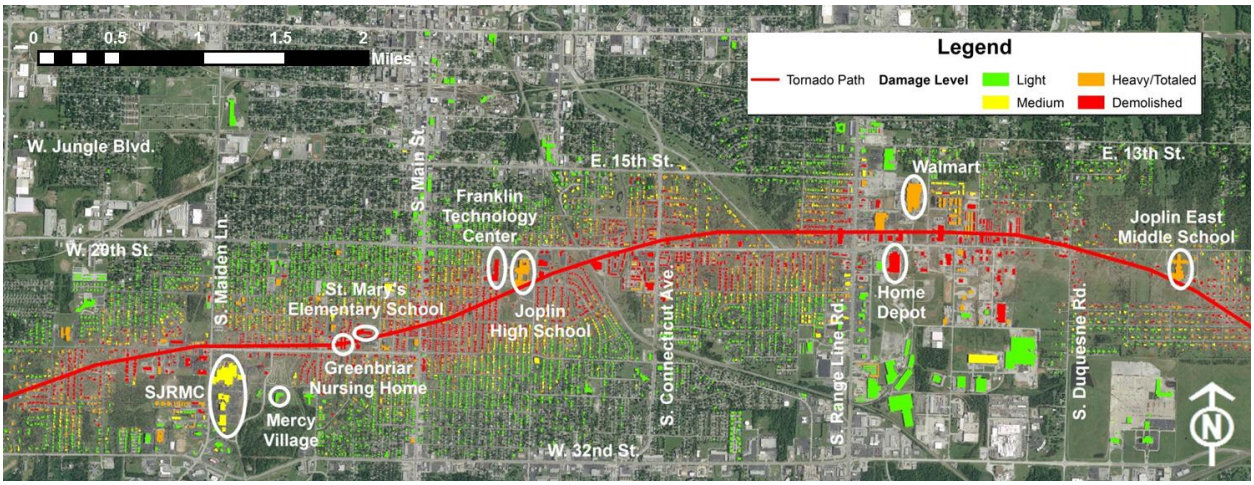
The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59, a Home Depot store, and numerous other businesses and restaurants in this area. Many fatalities occurred in this area, and damage was rated as EF5.

Extreme damage continued in the area of Duquesne Road in southeast Joplin. Many houses and industrial/commercial buildings were devastated in this area as well. The last area of EF5 damage occurred in the Crossroads industrial park. Many homes were destroyed further to the east at EF3 to EF4 strength in a nearby subdivision, and East Middle School sustained major damage.

The tornado then continued on an east to east-southeast trajectory towards Interstate 44 where it weakened. Nonetheless, vehicles were blown off the roadway and mangled near the U.S. Route 71 interchange. The damage at and around the interchange was rated EF2 to EF3. The weakening tornado continued to track into the rural areas of southeastern Jasper County and northeastern

Newton County where damage was generally minor to moderate, with trees, mobile homes, outbuildings, and frame homes damaged mainly at EF0 to EF1 strength. The tornado lifted east of Diamond at 6:12 pm CDT according to aerial surveys. The tornado's total track length was at least 22.1 miles long.

The map below depicts the path of the Tornado through the City of Joplin as well as damage levels to critical facilities including hospitals and medical centers, schools, and shopping centers.



IV. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild.

The following needs assessment and proposed allocation is based on the best currently available data and may be adjusted during a future amendment to the Action Plan.

HOUSING IMPACT AND UNMET NEEDS

As a result of the May 22, 2011 tornado, several residential properties were severely impacted, which included a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 3,500 dwellings were destroyed with an additional 4,000 were damaged, affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. The immediate housing needs that were identified by the City and FEMA resulted in the placement of 586 Temporary Housing Units (THUs) throughout the community. It became clear very quickly that the regional housing market could not provide for the affected households. The temporary solution of FEMAs THUs was crucial in housing families after the storm; however, these were families that would need permanent housing solutions.

Shortly after the tornado, the City of Joplin commissioned a comprehensive Housing Study to assess the situation. This initial assessment helped the City of Joplin to immediately capture its needs so that the rebuilding process could begin without delay. Based on the results of this assessment the City of Joplin programmed its Round 1 funding with what it believed would address the housing unmet needs. The agreed upon activities included single family homeownership direct assistance, mixed-income multi-family residential, and single family rehabilitation.

In 2012 the City of Joplin was awarded a second round of funding through the CDBG-DR program. With the new funding the City needed to update the City's initial Housing Impact Assessment. The City commissioned Novogradac to complete a second Housing Study to get a more accurate picture of the housing needs at that point in time. With this study the City conducted its own analysis based on City's Building Permit Data, Aerial Photography, School enrollment data, and Utility service data. The City of Joplin determined that there was still a need

for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with moderate income, and replacement and rebuilding of owner-occupied homes.

In 2014, to ensure that the CDBG-DR funding was being used to most effectively address the Housing unmet needs, the City of Joplin contracted Bowen National Research to conduct an updated Housing Assessment. From the study a list of key recommendations was compiled and presented to the City. These recommendations included:

1. Residential Development Efforts Should Focus on Specific Areas
2. Encourage and Support Adaptive Reuse of Vacant Structures
3. Support Efforts to Renovate/Repair/Maintain Existing Housing
4. Support and Expand First-Time and Low-income Homebuyer Programs
5. Encourage the Development of Diverse Housing Products
6. Monitor the Performance and Impact of Housing Product in the Development Pipeline
7. Encourage Private-Sector Residential Development Involvement

As well these seven general recommendations, more specific targets were identified as part of this study. The study showed that the largest group of citizens looking to purchase households will be with incomes under $25,000 and the greatest growth is projected to be among the older adult population age 55 and older. With these updated statistics, the City has been able to develop Action Plan Amendments to allocate funds to effectively address the housing unmet need, however a significant need still exists for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with low to moderate income, and replacement and rebuilding of owner-occupied homes.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

Since the initial assessment of infrastructure damages described in detail below and provided in previous amendments, several subsequent assessments of the City's infrastructure needs have been conducted, including a reallocation of funds during the City's Capital Planning process. As a result, a significant portion of the City of Joplin's CDBG-DR Round II funds will be applied toward public infrastructure improvements. The only infrastructure projects that will remain in Round I will be the Trails Reconstruction/Construction. The following text was included in previous amendments and reflects the needs identified immediately after the disaster.

An assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado was performed by the City's Public Works Department with the initial FEMA assistance was considered. The three main infrastructure elements that need additional assistance at this point are Sidewalks, Trails, and Trees.

The assessment for damaged sidewalks resulted in a conservative estimate need of $2,500,000. The City did receive $117, 897 from FEMA for Sidewalk repair; however, the budget for this item remains at $2,500,000 to include a small amount for contingencies.

An important goal that was a result of the CART process was to incorporate more trails for the purpose of alternative forms of transportation. The City will use the construction of sidewalks along with the construction of trails to provide a safe means of transportation. The aim of this

project will be to ensure that people of all income levels have access to the resources of the community through linking the damaged neighborhoods to each other and to the commercial and cultural resources of the City. The initial estimates for restoring trails in Parr Hill and Campbell Parks as well as adding connections from these parks to other resources totaled approximately $2,200,000.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a hodgepodge variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Expected costs can be about $15/tree/month for a minimum of 5 months/year, or $150/tree. Such companies expect to be hired to plant the tree to ensure accordance with planting standards, about $100/tree. So each tree costs, with all tallied, about $350. The proposed CDBG funds would provide funds for approximately 6,333 ROW trees. This amount is estimated to be the excess need after all current funds and donations are considered. These numbers do not include trees that people go out and buy themselves.

ECONOMIC IMPACT AND UNMET NEEDS

The May 2011 disaster affected the local economy by displacing residents and employees, and damaging and destroying infrastructure. The path of the tornado crossed several of the commercial corridors in the City of Joplin which had a substantial effect on the local economy. 553 businesses were destroyed or severely damaged by the storm.

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have been rebuilt since the time of the disaster.

The community continues to have an ongoing need for economic development to stimulate the economy. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, access to public transportation, and competitive operating costs. The City has a permanent population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming.

In addition, a key aspect of Joplin's recovery is employing the unemployed and upgrading the skill sets of the underemployed. There is a need to fill gaps in the area's workforce, provide better-skilled workers and appropriate infrastructure to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living.

ASSISTANCE EXPECTED/RECEIVED

The predominant funding sources available to the City of Joplin and its residents outside of CDBG-DR are the Federal Emergency Management Agency (FEMA) and private insurance.

FEMA Assistance (as of December 7, 2015):

Individual Assistance (IA) and Small Business Administration (SBA):

- Nearly $21 million in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to 586 households occupying temporary housing units, among 15 sites throughout the metro Joplin area. 586 households (100%) have moved out of FEMA temporary housing and into longer term or permanent housing.
- FEMA has provided more than $4.8 million to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than $43.4 million in low-interest disaster loans for 521 tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.
    1. 417 low-interest disaster loans to homeowners for $26.8 million
    2. 100 low-interest disaster loans to businesses for $16.4 million
    3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance (PA):

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.
- FEMA expects to spend nearly $150 million in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. About $20 million of this amount will help fund eligible recovery costs for the City of Joplin; about $2.5 million for the City of Duquesne. So far, about $97.5 million has been paid to the State of Missouri for disbursement to 25 eligible entities, including local governments, school districts and critical facilities such as hospitals.
    - As of this Amendment to the Initial Action Plan, the city of Joplin has received $2,959,521.90 in FEMA Public Assistance.

Insurance Statistics

Losses as of October 31, 2012:

Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration

Line of Business	Claims Received	Claims Expected	Losses Paid	Losses Incurred
Commercial Property	2,142	2,159	$986,829,440	$1,320,220,325
Residential Property	8,647	8,784	$535,724,886	$554,388,779
Commercial Auto	309	309	$4,377,076	$4,783,049
Private Auto	6,982	7,117	$47,898,047	$51,084,766
Other Commercial	313	315	$15,031,287	$19,210,900
Total	**18,393**	**18,683**	**$1,589,860,736**	**$1,949,687,819**
County Mutuals	1,477	1,516	$61,789,887	$67,876,781
Total	**19,870**	**20,199**	**$1,651,650,623**	**$2,017,564,600**

V. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, the City of Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as floodplains. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances.

COORDINATED PLANNING

The City of Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. This process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen-driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are taken directly from either the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended projects were the result of numerous Town Hall meetings, public-comment booths at community events, and a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been continuously implemented through many different avenues.

One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado, and the CART process was used as a springboard to ensure that the City's new comprehensive plan effectively leveraged opportunities presented by the tragedy as well as respecting efforts of the citizens that were put forth in the CART plan.

The city staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included additional citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years as there is a strong coordination between this CDBG-DR Action Plan and the 2012 Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the Metropolitan Planning Organization (MPO) for the region, and coordination with this group has also been consistent.

In the spring of 2015, the City of Joplin initiated the re-evaluation of the community's proposed projects in their latest Action and Recovery Plans eligible for CDBG-DR funds. As a part of the development of the Capital Plan, City staff solicited project proposals and met with interested stakeholders to discuss ongoing, proposed, and potential new projects to be considered for CDBG-DR funding.

Following meetings with City staff and extensive community outreach meetings to gain further knowledge of the proposed projects, the first step of the Capital Plan process was to develop project execution plans. These plans included critical project information such as scope, budget, schedule, stakeholders, CDBG-DR eligibility, performance outcomes, and proposed benefits and risks associated with proposed services to be provided.

The next step in the Capital Plan process was developing a system to rank the projects, and subsequently performing the project ranking. A series of interactive workshops were held with City Staff and City Council. Two workshops were held with City Staff to discuss the projects and rank them. City Council voted to confirm a list of projects to be funded by the CDBG-DR program.

Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has allocated other fund sources to as much of these areas as possible. In locations where projects may fall outside of LMI areas, the City has made every effort to secure other local, state, or other funding and resources that will be leveraged to complete the overall recovery in these activities.

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

PLANS TO MINIMIZE DISPLACEMENT

The City will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

VI. PROGRAMATIC PROCEDURES

PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. All program income will follow the regulations set out in 24 CFR 570.504.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA;

other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its sub-recipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

Internal Audit Function w/ responsible Audit staff

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform sub-recipient monitoring in accordance with program requirements. As part of this compliance and monitoring, sub-recipients will be contacted according to the terms of their sub-recipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

> *SCHEDULE OF EVENTS* – The usual schedule of events for CDBG monitoring visits will be as follows:
>
> 1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the sub-recipient.
> 2. The on-site monitoring visit is conducted, and consists of the following:
>   a. Conference

b. Documentation, data gathering and analysis

A letter is sent to the sub- recipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the sub-recipient. If the CDBG Program staff deems necessary, requests may be made of the sub-recipient to ensure compliance with all applicable rules and regulations of the program.

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Sub-recipients who have received $750,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described below. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non- compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The City of Joplin hired a grant administrator and is currently overseeing and working alongside the administrator to manage the CDBG-DR funds. The City also set aside funds to hire supplemental staff to assist in managing the CDBG-DR grants. It is possible that CDBG-DR funds could be used to hire additional staff if determined necessary in the future.

SUBSTANTIAL AMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation of reallocation of more than $1,000,000.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and will be prepared to receive comments for a period of 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor

amendments, the City of Joplin will inform the Kansas City Field Office and update projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo will be provided to the Joplin City Council for their information. Finalized amendments will be posted on the City's website.

VII. BUDGET ALLOCATION CHART

Projects	Initial Action Plan	Amendment #1	Amendment #2	Ammendment #3	Minor Ammendment #4	Ammendment #5	Minor Ammendment #6	Ammendment #7	Ammendment #8	Ammendment #9	Total Funded to Date
Action Plan Date	7/17/2012	4/11/2013	4/7/2014	11/17/2014	7/20/2015	7/20/2015	11/6/2015	12/7/2015			
Infrastructure Activities											
Joplin Senior Center	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,750,000.00	$0.00	$150,000.00	$4,900,000.00
Trail Construction	$2,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($800,000.00)	$0.00		$1,200,000.00
Sidewalk Reconstruction/Construction	$2,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($2,500,000.00)	$0.00		$0.00
Tree Planting	$2,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($2,000,000.00)	$0.00		$0.00
Storm-water Improvements	$0.00	$0.00	$0.00	$1,000,000.00	$0.00	$0.00	$0.00	($1,000,000.00)	$500,000.00		$500,000.00
20th/Main Street Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,324,040.20		$2,324,040.20
Sub Total:	**$6,500,000.00**	**$0.00**	**$0.00**	**$1,000,000.00**	**$0.00**	**$0.00**	**$0.00**	**($1,550,000.00)**	**$2,824,040.20**	**$150,000.00**	**$8,924,040.20**
Economic Development											
Crossroads Industrial Park Phase 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,959,000.00	$0.00	($400,000.00)	$4,559,000.00
Future Economic Development Activity	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,050,000.00	$0.00		$2,050,000.00
SPARK-Performing Arts/Depot Renovation	$5,390,000.00	$0.00	$0.00	$0.00	$0.00	($2,760,000.00)	($541,000.00)	($2,089,000.00)	$0.00		$0.00
Crossroads Industrial Park Phase 1	$0.00	$0.00	$0.00	$0.00	$0.00	$1,200,000.00	$541,000.00	$0.00	$0.00		$1,741,000.00
Sub Total:	**$5,390,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**($1,560,000.00)**	**$0.00**	**$4,920,000.00**	**$0.00**	**($400,000.00)**	**$8,350,000.00**
Housing Activities											
Mixed-Income Multi-Family Residential	$9,000,000.00	$0.00	$0.00	($4,500,000.00)	$0.00	$0.00	$0.00	($4,500,000.00)	$0.00		$0.00
Single Family Rehabilitation	$1,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($1,250,000.00)	$0.00		$250,000.00
FEMA THU Relocation	$0.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	($48,200.00)	$0.00		$11,800.00
Single Family Homeownership Direct Assistance	$12,750,000.00	$0.00	$0.00	$0.00	$0.00	$7,000,000.00	$0.00	$0.00	($1,800,000.00)		$17,950,000.00
Land Acquisition/Assemblage	$8,000,000.00	($60,000.00)	($500,000.00)	($1,000,000.00)	($1,000,000.00)	($5,440,000.00)	$0.00	$0.00	$0.00		$0.00
Joplin Affordable Senior Housing	$0.00	$0.00	$0.00	$4,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00		$4,500,000.00
Joplin Housing Authority Tenant Based Rental Assistance	$0.00	$0.00	$290,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	($224,040.20)		$65,959.80
Joplin Housing Authority Site Improvements Repair	$0.00	$0.00	$210,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$210,000.00
Sub Total:	**$31,250,000.00**	**$0.00**	**$0.00**	**($1,000,000.00)**	**($1,000,000.00)**	**$1,560,000.00**	**$0.00**	**($5,798,200.00)**	**($2,024,040.20)**	**$0.00**	**$22,987,759.80**
Public Service Activities											
Joplin Senior Citizens Center Phase II	$0.00	$0.00								$250,000.00	$250,000.00
Sub Total:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$250,000.00**	**$250,000.00**
Program Administration Activities											
City of Joplin Administrative Costs	$452,667.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,000.00	$0.00		$462,667.09
Consultant Administrative Costs	$1,674,041.91	$0.00	$0.00	$0.00	$75,600.00	$0.00	$0.00	$30,000.00	$0.00		$1,779,641.91
Planning Costs	$0.00	$0.00	$0.00	$0.00	$924,400.00	$0.00	$0.00	$2,388,200.00	($800,000.00)		$2,512,600.00
Subtotal	**$2,126,709.00**	**$0.00**	**$0.00**	**$0.00**	**$1,000,000.00**	**$0.00**	**$0.00**	**$2,428,200.00**	**($800,000.00)**	**$0.00**	**$4,754,909.00**
Total Budgeted (of $45,266,709.00)	$45,266,709.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,266,709.00

VIII. PROGRAM DESCRIPTIONS

INFRASTRUCTURE

Joplin Senior Citizens Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$4,750,000~~ $4,900,000
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park
Performance Outcomes:	Provide for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to provide a new location to adequately serve the growing senior citizen population within the City of Joplin. The existing facility currently hosts all programs and activities in the lunchroom, this is not only inadequate as it does not provide a comfortable place for seniors to meet, but causes concern for the senior's health and overall safety. The new facility will aid in providing the following services:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201(c), Public Facilities and improvements, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence. This funding is specifically proposed to fund infrastructure costs associated to make the new Joplin Senior Citizen's Center safer and designed more efficiently than the current center. The Center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's

park, the development of Freeman Hospital's Autism Center, the proposed medical school and the development of a senior housing facility. Once all projects are completed this area will serve as a focal point/meeting place for all sectors of the community to come together and help meet the needs of its senior citizens.

Trail Construction/Reconstruction

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$1,200,000
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design and construction of trails to help provide attractive neighborhoods and alternative transportation methods for residents.

*A portion of the funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

In an attempt to create suitable and attractive neighborhoods for residents to return to the City of Joplin after the disaster, the community, through the CART process, asked for an expansion of the current trail opportunities throughout the community and especially throughout the tornado damaged area. The need that surfaced was that there should be a connection of the existing trails along Campbell Parkway southwest through the damaged area to connect ultimately to the trails system near Wildcat Glades Nature Center. Several additional trails have been identified that align with the community's vision outlined in the CART Plan.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Urgent Need. Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous pedestrian infrastructure can cause. If necessary, the National Objective of Slum and Blight Area may also be used if the City decides to declare the area one of Slum and Blight. Both of these objectives will result in contributing to the recovery of housing through improving the neighborhoods in which people will return.

Long-term Recovery from Specific Disaster

The allocation to this activity will not fund all of the combined on and off-road trail necessities to make this happen, but will make an important stride in providing the alternative transportation method for residents. This is especially necessary for the City's recovery as it will provide a transportation alternative to low-income residents and other residents that need affordable transportation to access jobs and needed services.

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. Similar to the Sidewalk demand, the need for trails

was brought about in the CART process as residents have requested the ability to have trails available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Sidewalk Construction and Reconstruction

Program/Activity Details

Administering Entity: City of Joplin
Budget: $0
Geographic Area: City of Joplin; Tornado Area
Performance Outcomes: Design for a project to repair and replace damaged sidewalk

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

An existing conditions report was completed by the City of Joplin's Engineering Department to assess the infrastructure that has been damaged as a result of the May 22, 2011 tornado. These items have been prioritized based on importance and cost. The amount of FEMA funds designated to repairing infrastructure was compared to the comprehensive needs established in this survey. The shortfall that was a result of that comparison informed the allocation for the need for sidewalk

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objectives of both Low-Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous sidewalk infrastructure can cause and/or the Slum and Blight Area national objective.

Long-term Recovery from Specific Disaster

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. This project will look at both reconstructing sidewalks in neighborhoods that had them prior to the storm as well as adding them in neighborhoods that did not originally have them. This additional need was brought about in the CART process as residents have requested the ability to have sidewalks available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Tree Planting

Program/Activity Details

Administering Entity: City of Joplin
Budget: $0
Geographic Area: City of Joplin; Tornado Area
Performance Outcomes: Replace lost or damaged trees with 6,333 ROW Trees

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

After the tornado, the damage to the built environment was evident and publicized. The community quickly realized that it also lost a large part of its natural environment in the urbanized setting, its trees. The City has been provided a Community Forestry Recovery Coordinator by the Missouri Department of Conservation. The following assessment was completed by that individual.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Cost of an initial tree planting can be regulated by the size of the initial planting, the size of the new saplings, and the availability of the species listed in the plantings. According to our present ordinance, we can plant 1 shade tree on each side of the street/block due to the need to leave the sight triangle of each intersection free from obstruction. If we make changes to the code and allow tree planting to start at 40 ft. from the corner, as many cities do, we can plant 8 shade trees each side/block, amounting to $6,400 initially effectively making it a tree-lined cityscape. This is a simple example, a fleshed out plan will show some variety, perhaps suggested by present utilities.

This projection assumes concordance with changes that can allow us to follow the CART recommendation that we develop sustainability of the urban forest and address the loss of trees after the tornado event of 2011. 7,144 variable sized trees have been donated and planted in City parks and neighborhoods to date and an additional 2,414 this spring. Our projected outcome is to replace approximately 15,000 trees lost to the storm. We can expect about 1,523 more donated trees; therefore, we project planting 6,333 ROW trees. These numbers do not include trees that people go out and buy themselves.

Expected cost of a wholesale tree	$82
Cost of planting a tree	$116
Cost of 2 year establishment	$124
Establishing each tree	$322
Establishing 6,333 ROW trees	$2,039,226

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety citing the numerous benefits to public health that will be gained through this activity. The City may also choose to use the Slum and Blight national objective, if the tornado area is designated a Slum and Blight area.

Long-term Recovery from Specific Disaster
This program will greatly improve the recovery of neighborhoods throughout the City through providing a healthier living environment for residents. Similar to the Sidewalk demand, the need for trees was brought about in the CART process as residents have requested the ability to recover the natural environment that infiltrated the urban landscape prior to the tornado.

Storm-Water Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$500,000.00
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design for a project to result in the completion of 23 separate Improvement/Facility Projects

Basis for Allocation
The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In

neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

20th/Main Street Improvements

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 2,324,040.20
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Ongoing infrastructure construction

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design activities necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015 along with the other ongoing infrastructure-related design activities within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin.

The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian-friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles.

The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20th Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

PUBLIC SERVICES

Joplin Senior Citizens Center Phase II

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$250,000
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park
Performance Outcomes:	Provide furniture, fixtures, and equipment for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to fund the design and construction of a new Senior Citizens Center to adequately serve the growing senior citizens population within the City of Joplin. This allocation will provide means to purchase the necessary furniture, fixtures, and equipment required to develop and execute the programs/classes offered within the proposed Senior Center. The furniture, fixtures, and equipment will be used to carry out the programs and activities provided by the proposed Joplin Senior Center, including, but not limited to:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective
This activity is eligible under 24 CFR 570.201(e), Public Services, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster
This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The furniture, fixtures, and equipment for the Senior Citizens Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence.

ECONOMIC DEVELOPMENT

Crossroads Industrial Park (Phase II)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	~~$4,959,000~~ $4,559,000
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that will attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

Basis for Allocation
The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin. Funds moved

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Income Limited Clientele.

Long-term Recovery from Specific Disaster
This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

Future Economic Development Activity

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$2,050,000
Geographic Area:	City of Joplin
Performance Outcomes:	Performance outcomes to be determined. Funds reserved for a future economic development Activity.

Basis for Allocation
As described in Section V – Planning Efforts, the City of Joplin undertook a comprehensive Capital Planning process in order to determine the most effective use of CDBG-DR funds. Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

The funds in this Activity have been set aside for a future economic development Activity, which will be fully detailed and described in a subsequent Action Plan Amendment.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objectives of Low and Moderate Income.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this Activity will be detailed in a subsequent Action Plan Amendment.

Spark – Performing and Visual Arts Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Rehabilitate Joplin Union Depot into a performing

arts center to help accelerate economic activity

*Funds from this Activity were reallocated during the Capital Planning process described in Section V - Planning Efforts and detailed in the chart in Section VII - Budget Allocation Chart

Basis for Allocation
The need that is addressed by this project is the need for economic recovery in the community. Through job creation and the introduction of increased economic activity in a Slum and Blight Area, the choice to include the SPARK plan was informed by the need to fill the need to recover those businesses that have decided to not return to Joplin.

CDBG Eligibility and National Objective
The eligibility of this project is under 24 CFR 270.503 (a), Special Economic Development Activities, and the primary national objective for this project will be the elimination of a Slum and Blight Area.

Long-term recovery from specific disaster
This activity will include the rehabilitation of the Historic Joplin Union Depot and converting it into a performing and visual arts center. This new center will be a driving force in the community to attract economic activity through tourism. Employment will also be a benefit gained from adding this resource to the downtown area. Plans for the Union Depot have continuously arisen in recent years and interest was once again renewed as the CART looked at ways to accelerate the Economic Recovery of the community through enhanced community facilities.

Crossroads Industrial Park (Phase I)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	$1,741,000*
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that would attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

*Additional funds will be used for the design, construction, and services related to a critical sewer line extension on 23rd Street

Basis for Allocation
The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for

the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.
The 24th Street Extension Project will provide improved access to two business entities (Eagle Picher and John Schaumburg) located within the industrial park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their population growth objectives.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Income Limited Clientele.

Long-term Recovery from Specific Disaster
This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

HOUSING

Mixed Income Multi-Family Residential

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide LMI clientele assistance on rental units and the ability to return to the tornado affected area

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The Housing Study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. The need for rental resources was apparent through the Census data that was analyzed in the housing study. The City also realizes that there is a high potential for previous homeowners that were either under-insured or uninsured will be faced with the need to convert to becoming renters.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster

This project specifically aims to provide housing opportunities that integrate households of various income levels into multi-family developments. This funding is specifically proposed to fund infrastructure costs associated with an estimated total of 500 units. Of these 500 units, at least 255 units will be rented to households that meet the criteria for a low-moderate income household. Providing these rental resources will allow a subset of the population that may not have the resources to achieve home-ownership, even with the proposed Direct Homeownership Assistance program, the ability to return to Joplin and specifically to the tornado affected area. The rental market in Joplin has been a large part of the housing sector and to have a healthy recovery, it will be essential to include assistance for this type of development.

Single-Family Rehabilitation

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$250,000*
Geographic Area:	City of Joplin
Performance Outcomes:	Provide rehabilitation assistance to 100 homes and create more habitable residential properties

*A portion of funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The study along with constant monitoring of building activity through building permits has allowed the City to observe that a large portion of needed rehabilitation has been occurring. The City believes that, based on permit information, there is still a need to support ongoing Single Family rehabilitation. This project specifically has potential to provide assistance to 100 homes at an average rehabilitation of $25,000.

The initial estimate of 100 homes was too high due to the lack of qualified applicants for the Single-Family Rehabilitation program. As of December 2015, the anticipated number of homes is approximately 10.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this project will result in the creation of more habitable residential properties to meet the housing needs that have been discussed previously in this document.

FEMA Temporary Housing Unit Relocation

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$11,800*
Geographic Area:	City of Joplin; Temporary Housing Locations
Performance Outcomes:	Provide temporary housing to citizens whose

homes were destroyed by the tornado

*This Activity is complete. Unused funds will be reallocated per the budget table in Section VII Budget Allocation Chart

Basis for Allocation
The City of Joplin worked with a group of local, state, and national housing partners after the May 22, 2011 tornado called the Housing Task Force. One major component of this group was tracking and assisting the transition of households out of the FEMA Temporary Housing Units into more permanent housing situations. FEMA only offered its Temporary Housing Unit (THU) program until the first week of June 2013. With that deadline in sight, the Housing Task Force identified approximately 11 potential households that were currently housed in the THUs and would be assisted by being provided more time in the THUs at a better location.

The group identified a local non-profit that received the donated THUs and operated them as temporary housing for some homeless individuals. The non-profit, Catholic Charities, also provided social services to these households and assisted them in finding more permanent housing. The THUs operated as temporary transitional housing with affordable rents capped according to the household's income.

When the time came for trailers were to be relocated to the City of Joplin, there were not as many trailers available to be relocated as initially estimated, which resulted in the decreased budget.

CDBG Eligibility and National Objective
This Activity is eligible under 570.201(d) as Clearance and Remediation, and will utilize the National Objectives of Low and Moderate Income Clientele with a Presumed Benefit to Homeless Households.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the placing of homeless households into more permanent housing with assistance to locate permanent housing.

Joplin Homebuyer Assistance Program (J-HAP)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$17,950,000
Geographic Area:	City of Joplin: Tornado Area
Performance Outcomes:	Allocation of homeownership to LMI residents throughout the destruction area.

Scope

The majority of the properties in Joplin that were affected by the May 20, 2011 tornado were residential properties that included a variety of single and multi-family homes as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 4,000 dwellings were destroyed with an additional 3,500 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. Much of the single-family home housing stock that was destroyed by the tornado was older, lower priced homes. There is now a shortage of lower to moderately priced homes in the Joplin area and many of the available homes are new construction with high price tags. The primary objectives of the City of Joplin's Homebuyer Assistant Program (J-HAP) are:

- To disburse a portion of the City's Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds for homeownership programs to repopulate the tornado affected area;
- To increase the number of affordable housing units in the City;
- To improve the opportunities for homeownership for Low and Moderate Income (LMI) families.

The table below shows the population and funding break-down available through J-HAP to the City of Joplin residents.

Population	*Property Type*	*% of Down-Payment Assistance*	*CAP*
LMI	Existing	20	$30,000
LMI	New Build	30	$35,000
Urgent Need	Existing	20	$30,000
Urgent Need	New Build	20	$30,000

As of 11/20/15 there have been 406 home closings (35% of these homes have been provided to LMI families). The subsidy may be used to fund up to 20% of down payment assistance, up to 30% for qualified LMI covering 100% of the primary lender requirements and/or 100% of the:

- Reasonable closing costs
- Acceptable loan terms are 15-30 years with loan fully amortized at the end of the loan period, and ARM's are acceptable

- The additional $7,000,000.00 in funding will be used to further facilitate the repopulation of the tornado area by providing more affordable housing for Low-Moderate income residents

Basis for Allocation
Due to the success of this program, the City has been able to provide over 400 affordable homes within the tornado affected area. The program has helped the City stabilize and minimize population loss, encourage population growth and provide financial incentives to low and moderate income families that live within the tornado impacted area. The additional funds added to this program will provide direct home-ownership opportunities to approximately 220 additional households.

CDBG Eligibility and National Objective
This activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels.

Land Acquisition/Assemblage

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Secure lots to provide residential redevelopment assistance for the citizens of Joplin

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation
Land assemblage will help further the redevelopment goals for both residential and commercial projects. The need to redevelop the vacant properties is apparent from the fact that 3,500 residential properties will need to be completely redeveloped due to the tornado.

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (a), Acquisition, and the primary national objective for this project will be Urgent Need. This will serve the purpose of securing lots that could otherwise become vacant and endanger the public and will also help provide incentive to address the urgent needs of residential redevelopment to serve the citizens of Joplin.

Long-term Recovery from Specific Disaster
The Joplin Redevelopment Corporation (a Missouri 353 Corporation) was used to acquire various parcels of land in the EDR. Properties acquired by the Joplin Redevelopment Corporation would be sold to prospective homeowners to rebuild in the community. All net proceeds resulting from

the sale of land will be used to create a Revolving Loan Fund for the purchasing of additional land within the city limits for the same purpose.

By serving as a ready cash buyer, the Land Bank can acquire larger blocs of land at attractive prices, which can then be resold to returning or relocating homeowners or businesses at prices enabling them to rebuild cost-effectively. With a larger inventory of land and a support team of service providers (such as homeowner financial assistance programs, appraisers, title companies and mortgage lenders), the process of buying land from the Land Bank can be expedited, allowing the rebuilding process to proceed more quickly and efficiently. This supports the city's goal to "build back better", fosters the sense of community which has developed after the disaster, and increases the chances for local business to locate successfully in the neighborhood.

Joplin Affordable Senior Housing

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	4,500,000
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide additional housing opportunities for Low-Moderate Income seniors

Basis for Allocation

Within the Joplin area there are eight senior residential facilities, including one independent living facility, three congregate care facilities, six assisted living facilities, and three nursing homes (note: some projects offer more than one housing type). These eight facilities represent virtually all of the senior care facilities in Joplin, post tornado, and are representative of the housing choices available to seniors requiring special care housing.

The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). The American Seniors Housing Association (ASHA) conducts an annual survey of retirement and senior residential care communities. While the occupancy rate at most senior care facilities surveyed by Bowen National Research within Joplin after the tornado event are comparable to those reported within the region and the nation by (ASHA), the nursing care occupancy rate of 98.3% in Joplin is extremely high and much higher than the ASHA averages. These statistics do not factor in affordability.

As such, there appears to be a shortage of affordable senior care housing options in the Joplin market. Joplin proposes that a selection of affordable senior care housing be constructed in the tornado zone, replacing nursing care and other destroyed senior housing facilities.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (k) Housing services, and will utilize the National Objective of serving Low-Moderate Income Clientele.

Long-term Recovery from Specific Disaster

This project would provide housing opportunities to seniors within the Joplin community. The proposed funding would be used for site and storm water drainage improvements. The new senior housing development would provide affordable senior housing options and would assist in reducing the shortage identified in the Bowen National Research, Housing Needs Assessment study issued April 18, 2014.

Joplin Housing Authority Tenant Based Rental Assistance

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$65,959.80
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide financial assistant to Joplin's Section 8 voucher program

Basis for Allocation

As a result of the May, 2011 tornado, Joplin's housing stock including its Section 8 voucher program, was severely impacted. In regards to the Section 8 program, 85 voucher-holders were displaced. Since the tornado, new housing units have gradually been added to Joplin's inventor; however many of these are more costly as Joplin's rental market evolves. Compounding the issue, during its recovery, the Joplin Housing Authority experienced a decrease in its "fundable" voucher population due to the lack of available units. As a result of this decrease, the voucher budge provided to the City also decrease, despite the needs of additional households that were displaced.

Therefore, HUD through the Community Development Block Grant Program – Disaster Recovery and through the Public and Indian Housing Program have granted waivers to allow CDBG-DR funds to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Tenant-based rental assistance will be assisted with a maximum of $290,000.00 in CDBG-DR funds within a two year period.

CDBG Eligibility and National Objective

This Activity is eligible under 570.207(4) as waived (Income Payments), and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this project will result in the restoration of Section 8 voucher-holders to pre-tornado levels.

Joplin Housing Authority Site Improvements Repair

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$210,000
Geographic Area:	City of Joplin; Parr Hills, Leonard Estates, and Bartlett Hills (JHA

parking lots & housing sites)

Performance Outcomes: Improving parking lots and landscaping associated with the Joplin Housing Authority sites

Basis for Allocation

Due to tornado damage and subsequent damage and wear and tear from heavy trucks and equipment used in the clean-up effort which included demolition, construction and repair of utilities, several Joplin Housing Authority parking lots were damaged as well as damage to the parking lot of their temporary office location at 424 S Turk Street. Costs to repair and/or overlay were not covered by FEMA, insurance or other funding sources. Additionally, yards and trees at Joplin Housing Authority's housing sites were damaged. These repairs are central to the viability and livable of the affordable rental housing units as well as access to the Housing Authority's temporary office where they accept applicants.

Therefore, up to $210,000 will be available in Community Development Block Grant Program – Disaster Recovery funds to make the necessary repairs.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.202(a)(2) as Rehabilitation and Preservation, and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this project will result in the continued viability of existing public housing units by improving parking and landscaping associated with the units.

PLANNING & ADMINISTRATION

Program Administration & Planning

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$4,754,909
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A
Start/End Dates:	Ongoing
Performance Outcomes:	Support grant management and execution

Basis for Allocation (Administration)

All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

Basis for Allocation (Planning)

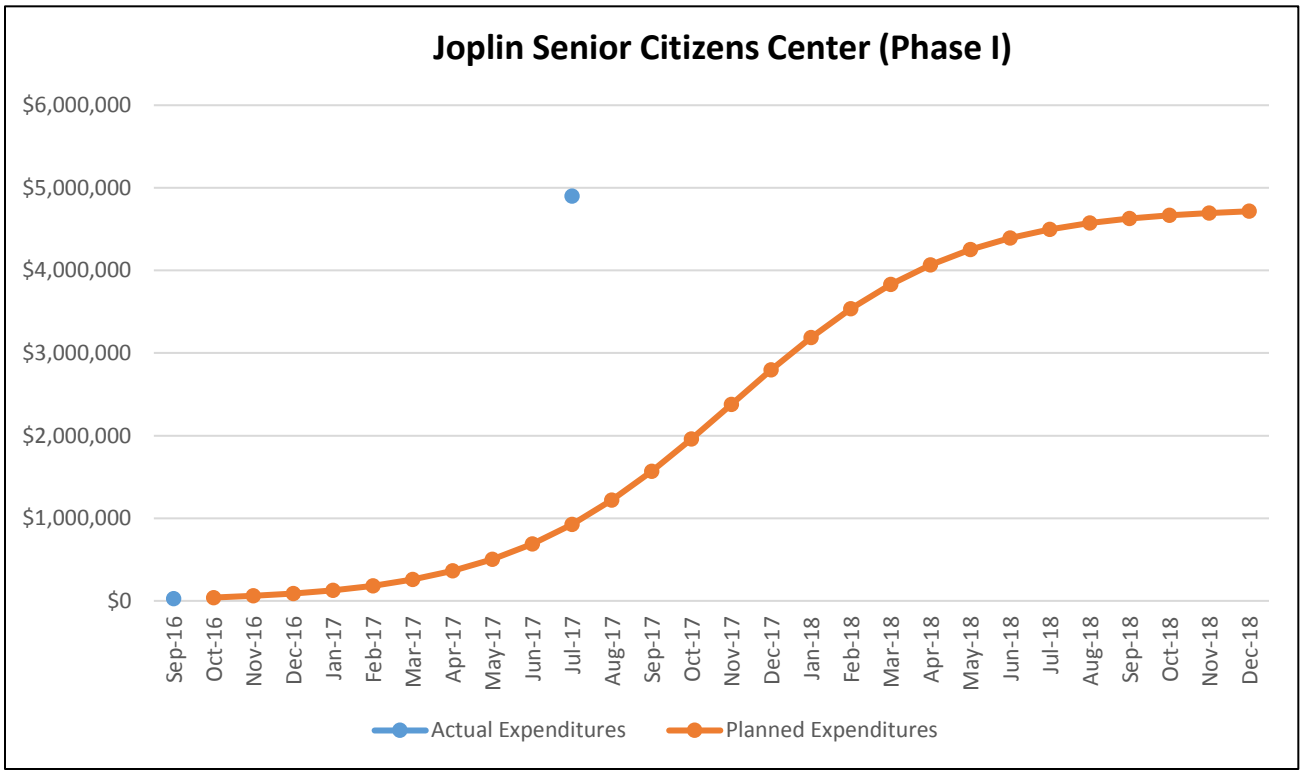
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

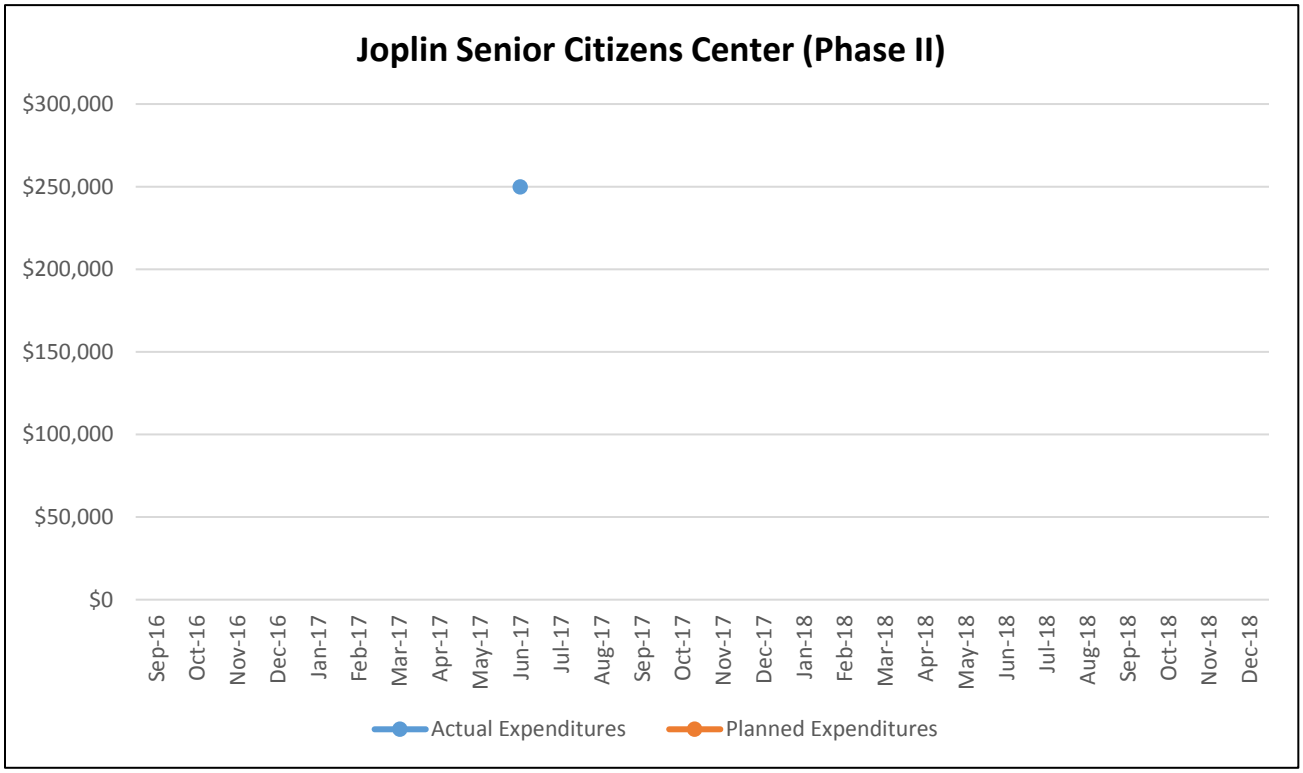
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

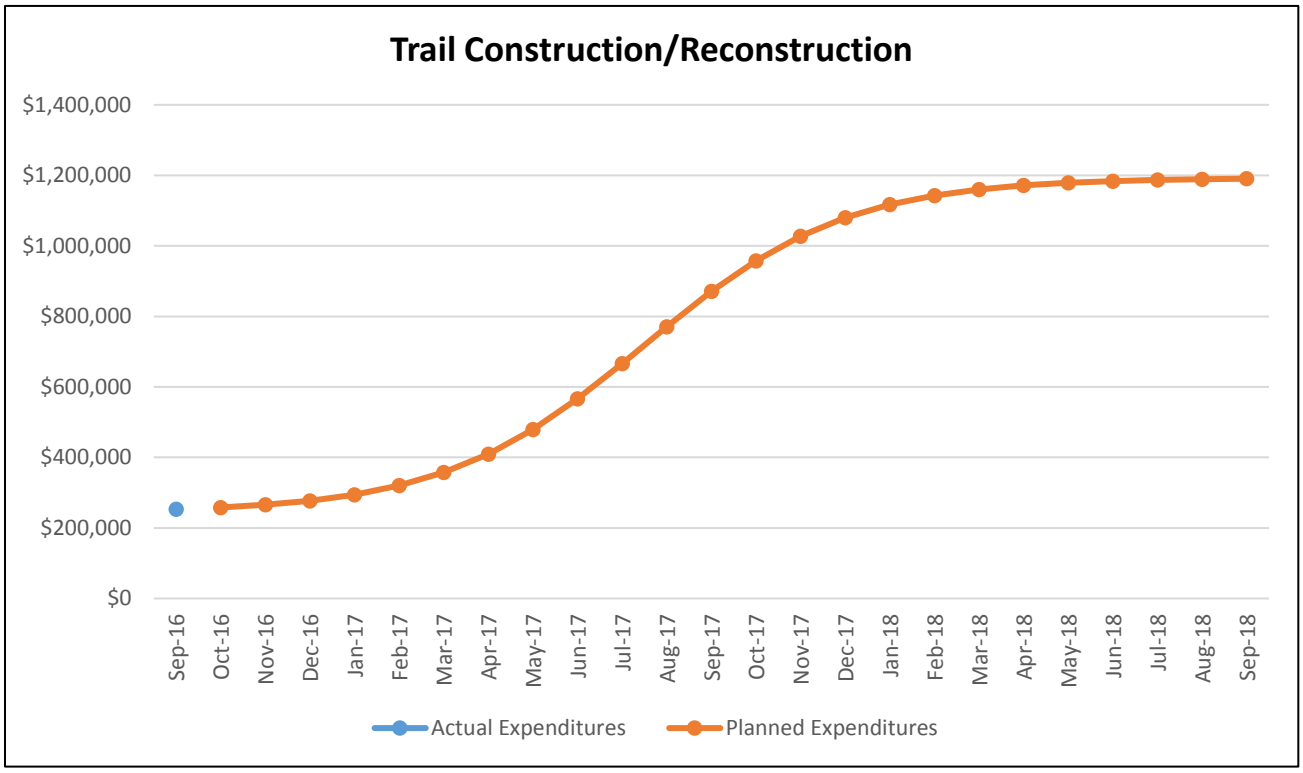
CDBG Eligibility

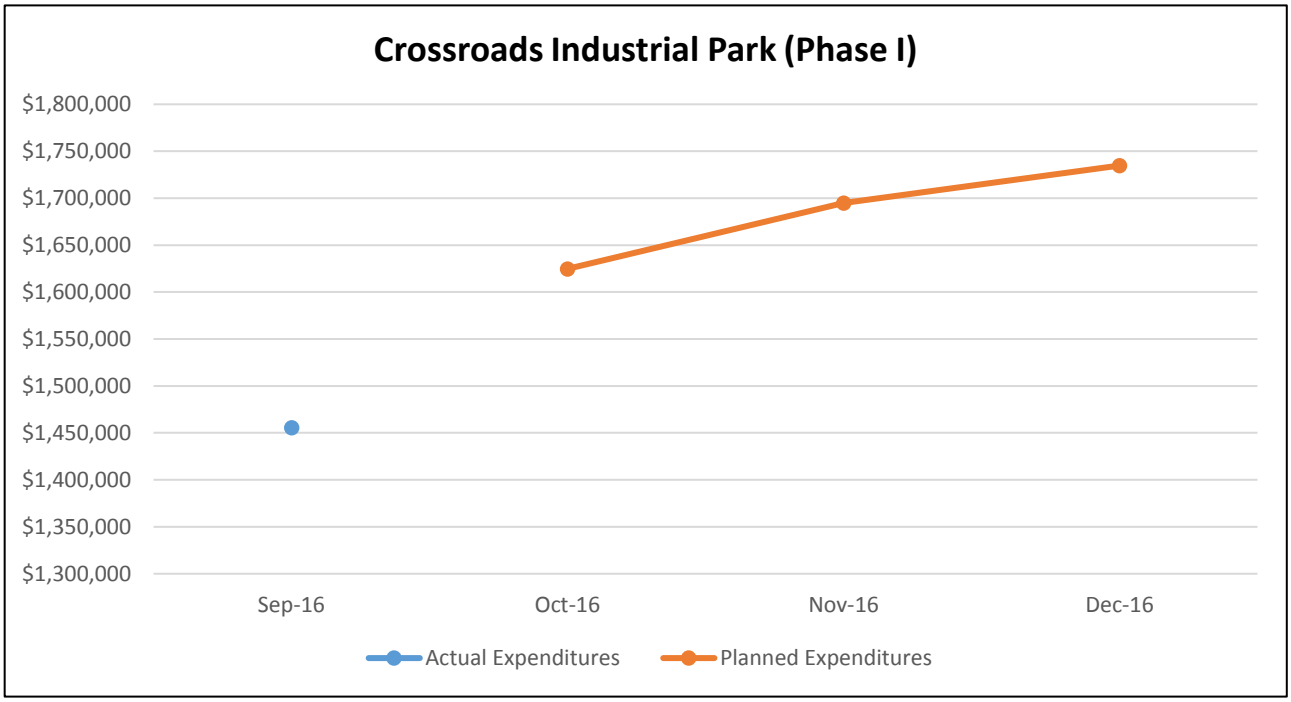
These activities are eligible under Program Administration and Planning.

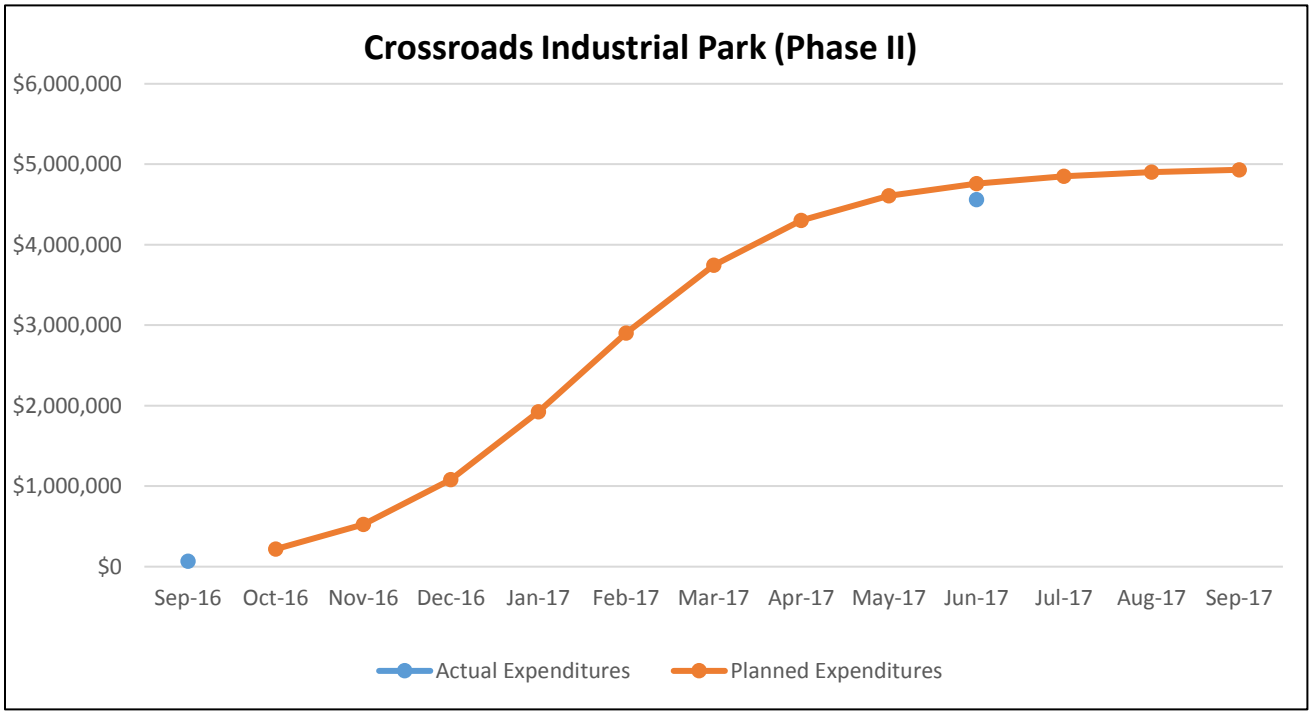
IX. PERFORMANCE SCHEDULES

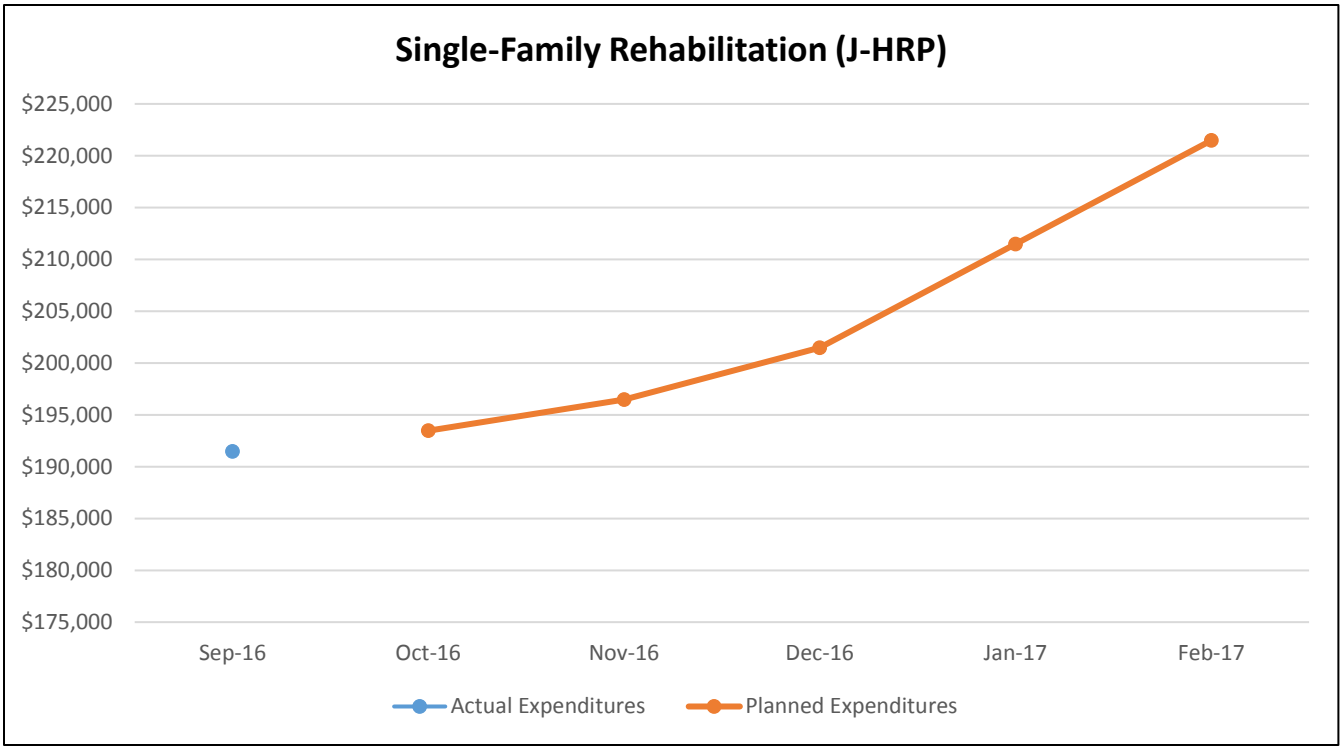


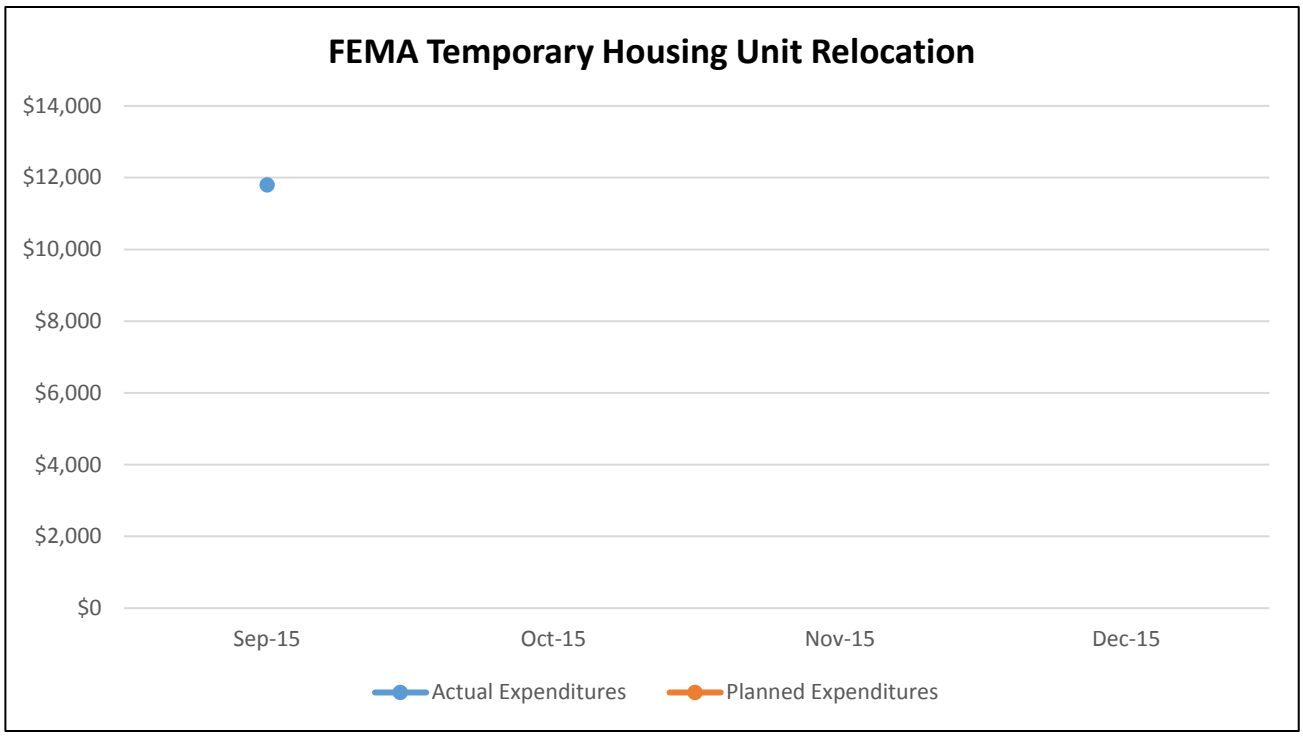


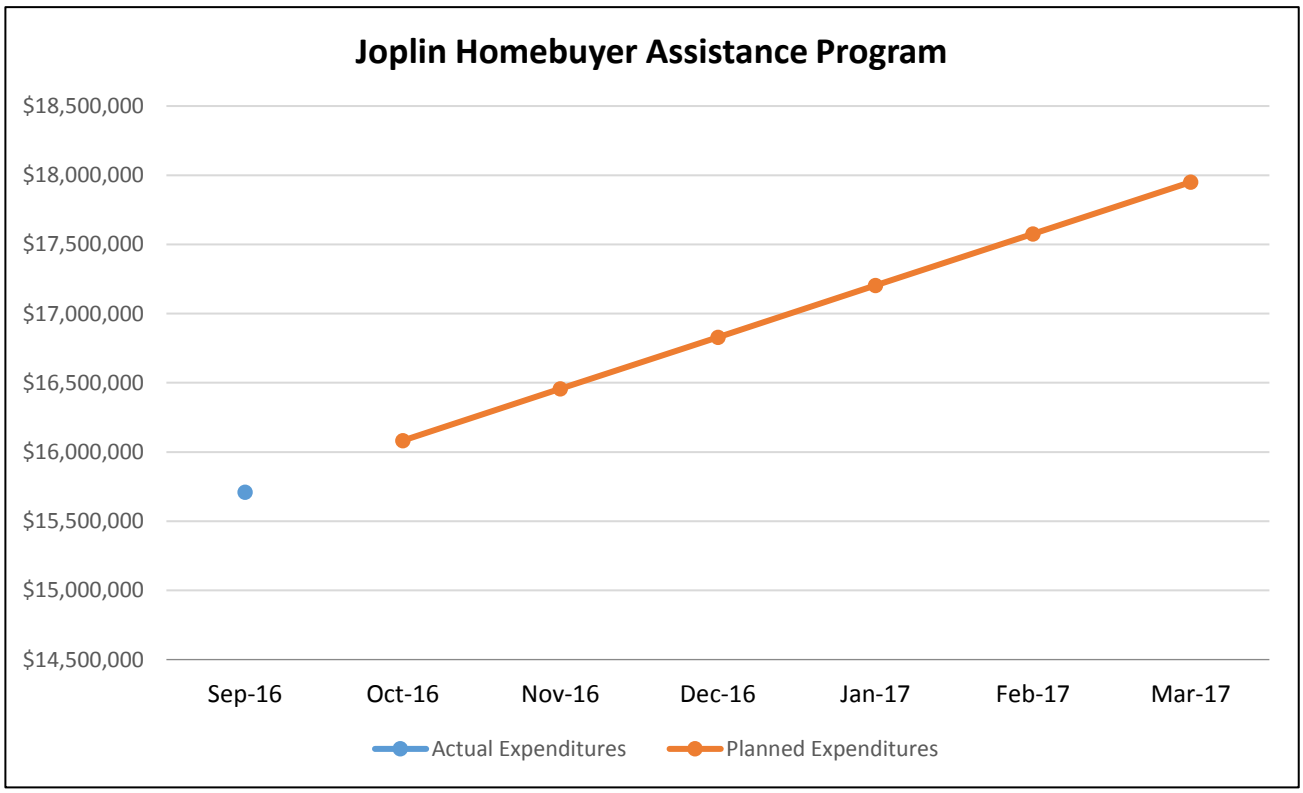

Trail Construction/Reconstruction
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
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Apr-18
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Sep-18
Actual Expenditures
Planned Expenditures

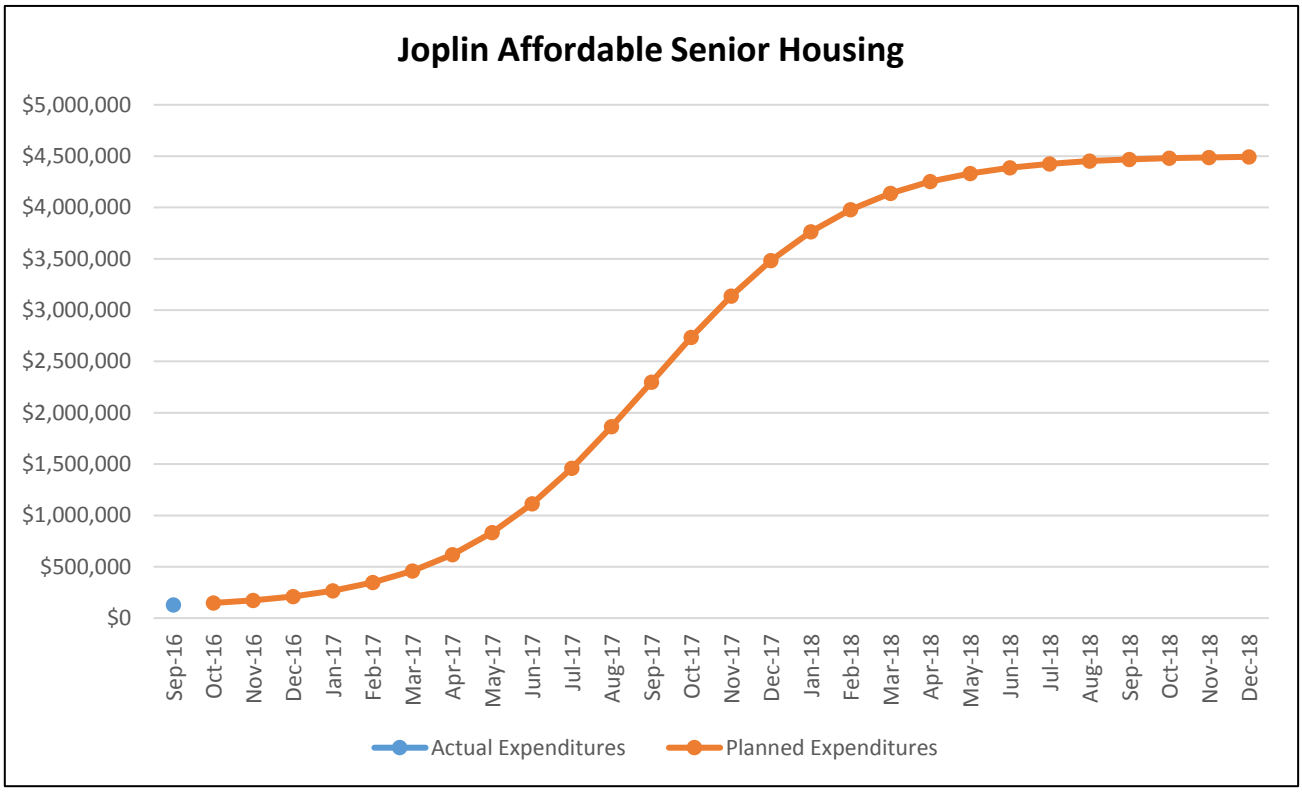

Crossroads Industrial Park (Phase I)
$1,800,000
$1,750,000
$1,700,000
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
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Oct-16
Nov-16
Dec-16
Actual Expenditures
Planned Expenditures

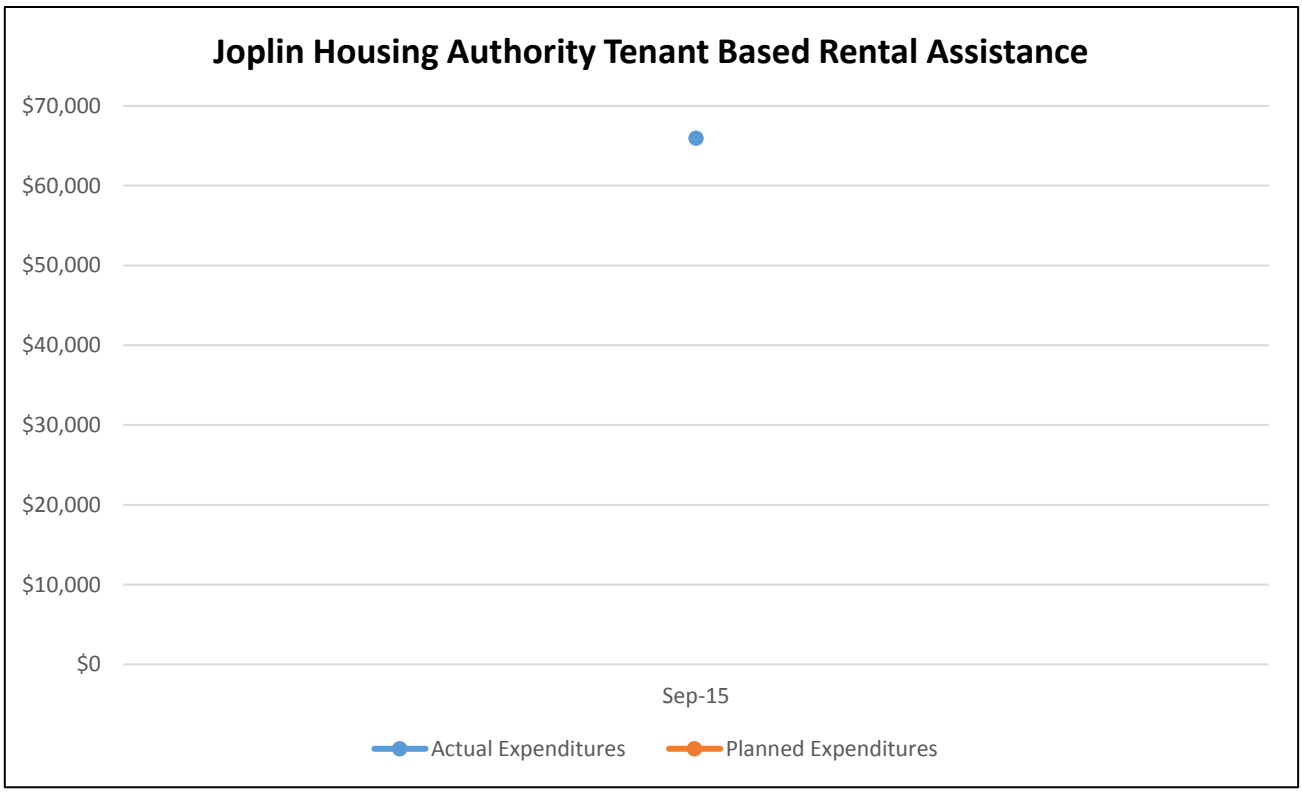

Crossroads Industrial Park (Phase II)
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Actual Expenditures
Planned Expenditures

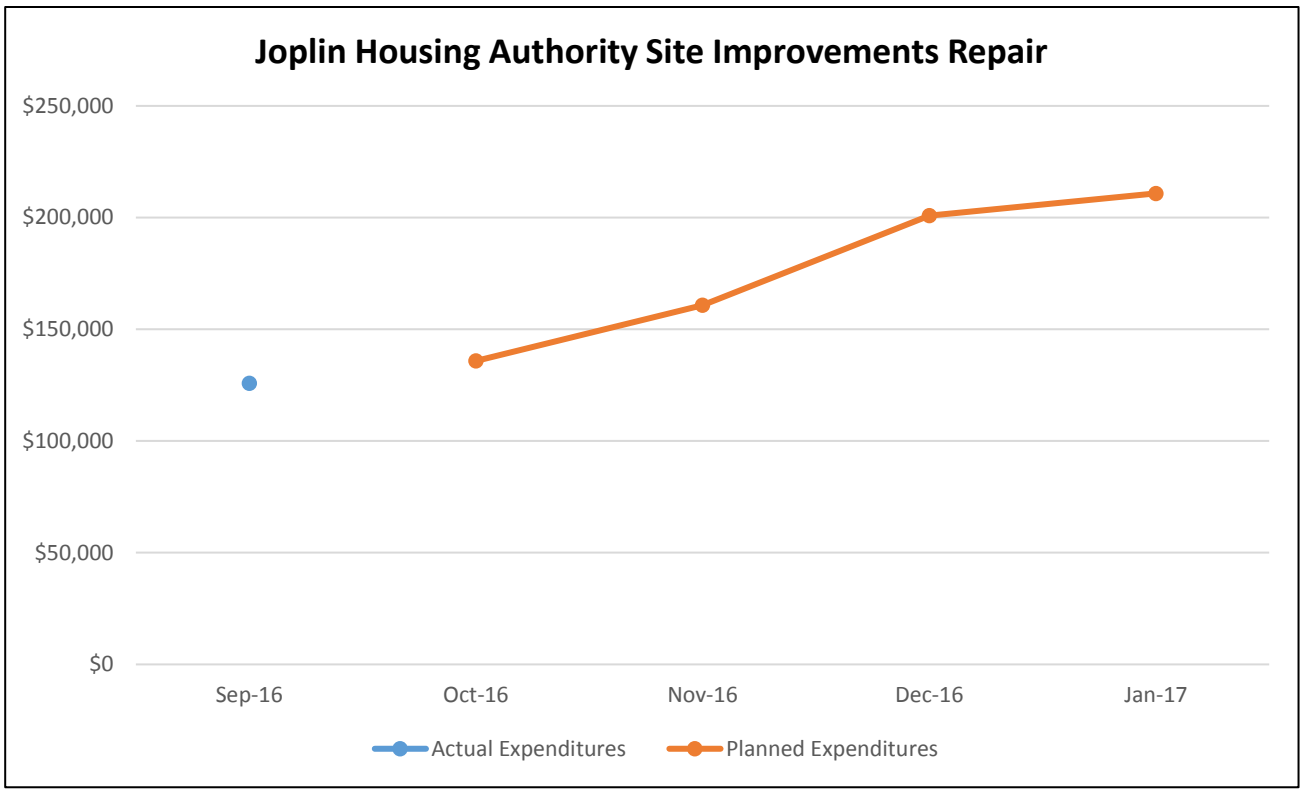

Single-Family Rehabilitation (J-HRP)
$225,000
$220,000
$215,000
$210,000
$205,000
$200,000
$195,000
$190,000
$185,000
$180,000
$175,000
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Actual Expenditures
Planned Expenditures

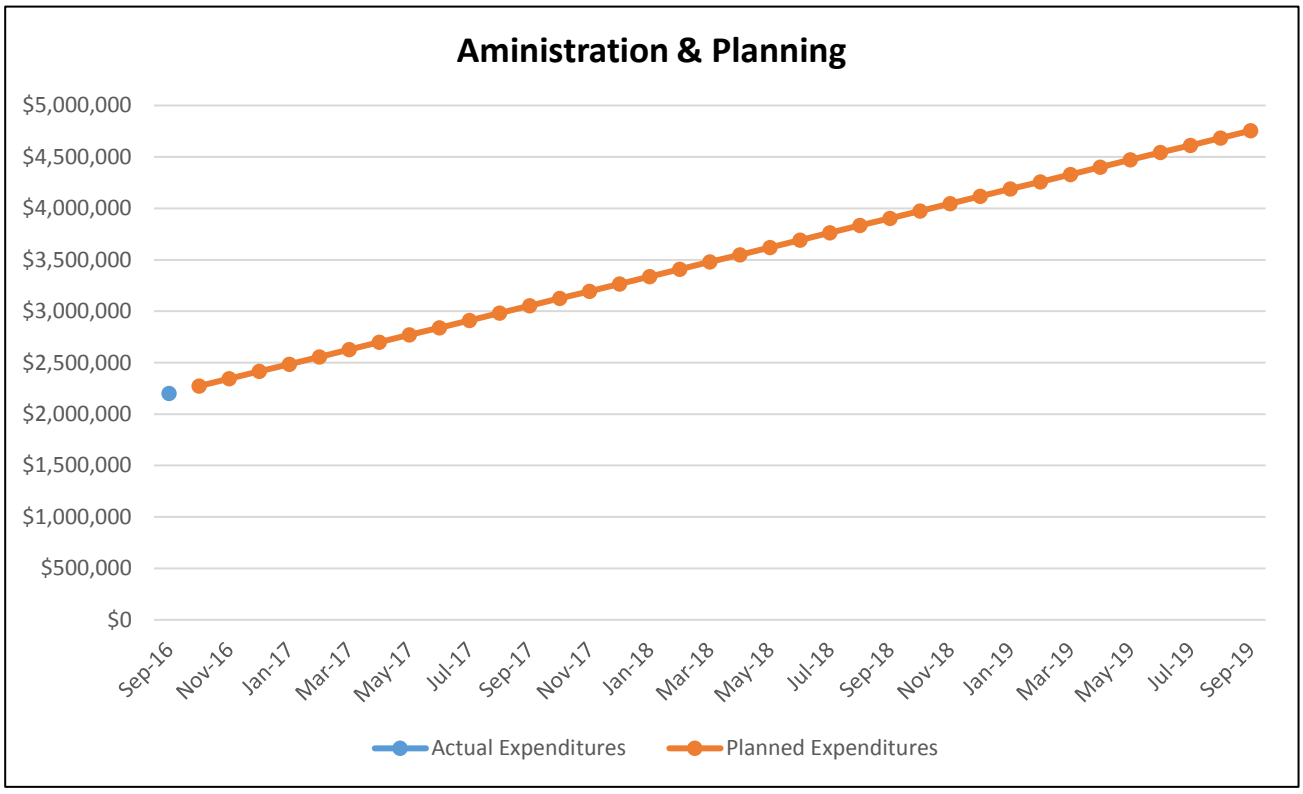

FEMA Temporary Housing Unit Relocation
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$0
Sep-15
Oct-15
Nov-15
Dec-15
Actual Expenditures
Planned Expenditures


Joplin Homebuyer Assistance Program
$18,500,000
$18,000,000
$17,500,000
$17,000,000
$16,500,000
$16,000,000
$15,500,000
$15,000,000
$14,500,000
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Actual Expenditures
Planned Expenditures


Joplin Affordable Senior Housing
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
Jan-18
Feb-18
Mar-18
Apr-18
May-18
Jun-18
Jul-18
Aug-18
Sep-18
Oct-18
Nov-18
Dec-18
Actual Expenditures
Planned Expenditures


Joplin Housing Authority Tenant Based Rental Assistance
$70,000
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$0
Sep-15
Actual Expenditures
Planned Expenditures


Joplin Housing Authority Site Improvements Repair
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Actual Expenditures
Planned Expenditures


Aministration & Planning
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Sep-16
Nov-16
Jan-17
Mar-17
May-17
Jul-17
Sep-17
Nov-17
Jan-18
Mar-18
May-18
Jul-18
Sep-18
Nov-18
Jan-19
Mar-19
May-19
Jul-19
Sep-19
Actual Expenditures
Planned Expenditures

X. PUBLIC COMMENT

Amendment 9
The City of Joplin provided prominent posting on the City's official website beginning on January 18, 2017 indicating written comments would be accepted through January 25, 2017 at 5:00 p.m.

Amendment 8
The City of Joplin provided prominent posting on the City's official website beginning on January 8, 2017 indicating written comments would be accepted through January 15, 2017 at 5:00 p.m.

No comments were received.

Amendment 7
The City of Joplin provided prominent posting on the City's official website beginning on December 6, 2015 indicating written comments would be accepted through December 13, 2015 at 5:00 p.m.

No comments were received.

Amendment 6
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on November 16, 2015. The finalized minor amendments was posted on the City's website.

Amendment 5
The City of Joplin provided prominent posting on the City's official website beginning on July 15, 2015 indicating written comments would be accepted through July 22, 2015 at 5:00 p.m.

No comments were received.

Amendment 4
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on May 11, 2015. The finalized minor amendments was posted on the City's website.

Amendment 3
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts. Although conversations were held with the attendees of the public meeting, no written public comments were received

during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

For Amendment #3, notice was posted requesting comments during a 7-day comment period, ending November 19, 2014.

No comments were received.

Amendment 2
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

Amendment 1
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

Initial Action Plan
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

XI. ACCESSIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48)

hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

XII. CERTIFICATIONS AND SF-424

The necessary SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

XIII. APPENDICES

Appendix A – CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

A. Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with sub-recipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

B. Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

C. Lobbying Certification – The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

D. State and Local Laws – The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

E. Consistency with Action Plan – The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

F. Acquisition and Relocation – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

G. Section 3 – The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

H. Public Participation – The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

I. Use of Funds – The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*)

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate- income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

J. Civil Rights -- The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

K. Excessive Force -- The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

L. Capacity -- Each unit of local government receiving a direct award under this Notice certifies that it (and any sub-recipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

M. Special Flood Hazard Area -- The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or

guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

N. Lead-based Paint -- The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

O. Applicable Laws -- The grantee certifies that it will comply with applicable laws. **Financial Controls –** The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____

City Manager Date

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 19, 2017
Resolution No. 2017-008

Item: CDBG-DR Round I Initial Action Plan Amendment #9
ORIGINATING DEPARTMENT: Planning & Community Development

ATTACHMENTS: 1) CDBG-DR Round I Initial Action Plan Amendment #9
2) Resolution No. 2017-008

Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Sam L. Anselm

Recommended Action**:** Approval of Resolution No. 2017-008

INTRODUCTION:

The following is a resolution that authorizes the filing of the Ninth Amendment to the previously approved Initial Action Plan, for the First Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). Amendment #9 includes additional funds for the previously approved Joplin Senior Citizens Center, as well as funds for a proposed Senior Citizens Center Phase II activity. The proposed Senior Center Phase II will be carried out as a Public Service activity and will be necessary to provide the needed furniture, fixtures & equipment for the Senior Citizens Center. These projects will be funded with excess Economic Development (Crossroads Industrial Park Phase II) funds where bids came in under the estimated costs.

DISCUSSION:

The Joplin Senior Citizens Center project aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued, and respected. The Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life-enriching programs to enhance their quality of life and maximize independence.

The Senior Center Phase I project is the design and construction of an approximately 14,400 square foot facility located on the south side of 26th Street and abutting the east side of Mercy Public Park. The Senior Center will benefit an assumed Low-Moderate Income (LMI) population by providing the City of Joplin's Senior Citizens access to services, including, but not limited to; expanded meal services, exercise classes, computer skills classes, wellness checks and counseling. On April 17, 2017 bids were opened and read aloud for the construction of the new Joplin Senior Center. The City of Joplin received 5 bids with R.E. Smith Construction being identified as the lowest, most responsive, responsible bidder. Additional funds being added to

this activity will cover costs associated with the administration of the activity as well as the inclusion of a necessary construction contingency.

The Senior Center Phase II project, carried out as a Public Services activity, will consist of the procurement of necessary furniture, fixtures & equipment to furnish the Senior Citizens Center under a sub-recipient agreement between the City of Joplin and the Area Agency on Aging. This sub-recipient agreement will be brought forward at a later date to the City Council approval.

The activities are to be completed by September 2019. Notice of the amendment will be posted on Sunday, June 18, 2017. Any public comments received will be shared with City Council after the 7-day comment period. If approved, the amendment will be forwarded to HUD for their forty-five day review.

A budget chart summarizing changes made in Amendment 9 is provided below:

Activity	Amendment 9
Senior Center Phase I	$ 150,000.00
Senior Center Phase II	$ 250,000.00
Crossroads Phase II	$ (400,000.00)
Amendment 9 Sub-Total	**$ -**

RECOMMENDATION:

Staff recommends adoption of Resolution 2017-000

RESOLUTION NO. 2017-008

A RESOLUTION authorizing the filing of a Ninth Amendment to the Initial 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 Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

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

WHEREAS, there was a negative impact to the existing senior citizen's center, due to the effects of the Tornado; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated $45,266,709 in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to the Initial Action Plan; and

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

Section 1. That the City of Joplin file a Ninth Amendment to the Initial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 1) substantially according to Attachment A with the U.S. Department of Housing and Urban Development, such that $150,000 is being awarded to the Joplin Senior Citizens Center (Phase I), $250,000 is being awarded to the Joplin Senior Citizens Center (Phase II).

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 19, 2017
Council Bill No. 2017-139

Item: Work Authorization with Allgeier-Martin & Associates Inc., for Engineering Services Associated with the Design, Bidding and Construction Management for the Grit Augers and Troughs at the Turkey Creek Wastewater Treatment Plant.

Originating Department: Public Works – Operations

Attachments: 1) Work Authorization (AMA-CS-004)
2) Council Bill No. 2017-139

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

Recommended Action: Approval of a Work Authorization with Allgeier, Martin & Associates Inc. in the not to exceed amount of $30,001.00 for engineering design, bidding and construction management services associated with the replacement and rehabilitation of the Grit Augers and Troughs at the Turkey Creek Wastewater Treatment Facility.

Background: Part of the treatment process at the Turkey Creek Wastewater Treatment Plant are the Grit Augers. They separate the grit from the water and it settles into clarifiers and into troughs. This waste is disposed at landfills. This is one of first procedures during the treatment process. The plant currently has three Grit Augers. The life expectancy of this type of equipment is 10 years; this type of equipment has to be periodically replaced to ensure proper wastewater treatment and removal of inorganic grit.

Discussion: The firm of Allgeier-Martin & Associates has been selected to provide the professional engineering services needed to accomplish this replacement and maintenance project. The scope of work will include the preparation of design and bidding documents that will provide for the replacement of the Auger Bits and rehabilitation of the troughs. This work will be funded from the Sanitary Sewer Fund project that was approved in the FY 2016-2017 Budget.

Recommendation: City staff recommends approval of Work Authorization with Allgeier Martin & Associates Inc. for the not to exceed amount of $30,001.00 for engineering services associated with Design, Bidding and Construction Management Services for the Grit Augers at the Turkey Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: Mr. Lynden Lawson		Attention: Dean A. Willis, P.E.	
Department: Public Works Operations		Phone: (417) 680-7200	Fax: (417) 680-7300
Phone: (417)624-0820	Fax: (417) 625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-004
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services dated February 22, 2016 to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Work Authorization Number **AMA-OC-004** exceed the sum of **Thirty One Thousand One and No/100 Dollars ($31,001.00).**

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

Engineer: Allgeier, Martin and Associates, Inc.

By: Dean A. Willis

Printed Name: Dean A. Willis, P.E.

Title: President

Date: 5-31-2017

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

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

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EXHIBIT A

Project Name/Description Turkey Creek WWTP Grit Auger Repairs
Consultant Allgeier, Martin and Assoc. Inc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. ~~Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

8. ~~Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and~~

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. ~~Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.~~

11. ~~Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.~~

12. ~~Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.~~

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

~~A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).~~

~~B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.~~

~~C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.~~

~~D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)~~

A1.04 ~~Surveying Services – General~~

A. ~~Control Survey~~

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. ~~Existing United States Public Land Survey System Corners~~

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. ~~*Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified~~.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. ~~Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

~~d) Contractor certification and city recommendation.~~

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-004 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)

1. SERVICES

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

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the work associated with the repairs to the grit augers at the City of Joplin's Turkey Creek Wastewater Treatment Plant.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Preparation of design documents that provide for the replacement of the grit augering equipment at two of the plant's grit chambers with new equipment.

1.1.3.2 Bidding and Construction Phase Engineering for the grit auger repairs.

1.1.3.3 Resident Construction Representation Phase services for the grit auger repairs. Services will be provided as needed/requested by the City with an anticipation of services being provided on a part-time basis with an estimated construction duration of 4 weeks.

1.2 Planning, Design, and Construction Phases

ENGINEER shall provide Engineering Services as outlined in Exhibit A for this project work authorization.

1.3 Environmental and Regulatory Clearances and Permitting

The project is considered to represent maintenance of the associated facilities and will be undertaken with the understanding that no review or approval of the planned work by the Missouri Department of Natural Resources will be needed, and no Environmental Clearances and/or Land Disturbance and Storm Water permitting will be required for this project, therefore, the Engineer shall not be responsible for the preparation or production of any such items.

2. TERMS

2.1 Schedule: The planning and design phase services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for the project is provided by the OWNER. The preparation of design plans, contract documents and specifications shall be completed within 90 calendar days after receipt of the NTP. It is assumed that bidding of the project will immediately follow completion of the design documents, and the project will proceed to the construction phase in an expeditious manner. The bidding of the project and award of the construction contract are anticipated to take 60 days following the OWNER's approval to place the project out for bids. The time required to complete the construction phase of the project will be dictated by the project scope, equipment delivery times, and weather conditions. Bidding and construction phase elements shall be undertaken in as expeditious a manner as possible in light of the purposes of the contract.

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

3. PAYMENT / ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A: "RATE SCHEDULE 2017"; with a total compensation ceiling of $31,001.00, as set forth in Work Authorization Number AMA-OC-004 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Design Phase Services	$13,692
Bidding and Construction Phase Engineering Services	$10,142
Resident Project Representation Services	$7,167
Total Estimated Maximum Fee	$31,001

COUNCIL BILL NO. 2017-139 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization with Allgeier-Martin & Associates Inc., in an amount not to exceed Thirty Thousand One and No/100 Dollars ($30,001.00) for engineering services associated with the grit auger design, bidding and construction management for the Turkey Creek Wastewater Treatment Facility; 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 Work Authorization for Allgeier-Martin & Associates Inc., in an amount not to exceed Thirty Thousand One and No/100 Dollars ($30,001.00) for engineering design, bidding and services associated with grit auger design, bidding and construction management for the Turkey Creek Wastewater Treatment Facility in the City of Joplin; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A" be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin

Section 3. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations. Appropriations for this contract have been approved by the 2016-2017 budget from Sanitary Sewer Fund No. 415-4541-540-8015, Facility Improvements.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 19, 2017
Council Bill No. 2017-400

Item: CDBG-DR Senior Center – R.E. Smith Construction Agreement for Senior Center Project
Originating Department: Planning & Community Development

ATTACHMENTS: 1) Council Bill No. 2017-400
2) Bid Tabulation
3) Agreement
4) Project Schematic & Drawings

Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Sam L. Anselm

Recommended Action: Approval of an Agreement between the City of Joplin and R.E. Smith Construction for Three Million Seven Hundred Forty Thousand and 00/dollars ($3,740,000) for the Senior Center Project. This project is funded by Community Development Block Grant Program – Disaster Recovery funds.

INTRODUCTION:
This Council Bill authorizes the City of Joplin to enter into an Agreement with the R.E. Smith for Construction Services for the new Joplin Senior Center facility and site improvements; authorizing the City Manager, or his designee, to execute said Agreement in substantially similar form; and containing an emergency clause. City Council previously approved the Senior Center project as part of the Capital Plan adopted July 7, 2015, and in the Round 1 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 7 of the Initial Action Plan on December 12, 2015.

DISCUSSION:
City Staff followed the City of Joplin procurement policy. On April 17, 2017 bids were opened and read allowed for the construction of the new Joplin Senior Center. The City of Joplin received 5 bids with R.E. Smith Construction being identified as the lowest, most responsive, responsible bidder. The proposed Senior Center, an approximately 14,400 square foot facility, will be located on the south side of 26th Street and abutting the east side of Mercy Public Park. The Senior Center will benefit an assumed Low-Moderate Income (LMI) population by providing the City of Joplin's Senior Citizens with access to services, including, but not limited to; expanded meal services, exercise classes, computer skills classes, wellness checks and counseling.

A proposed Senior Center Phase II project will include the procurement of necessary furniture, fixtures and equipment for the building. A sub-recipient agreement between the City of Joplin and the Area Agency on Aging will be brought forward to the City Council for the procurement of the needed furniture, fixtures and equipment.

The construction firm will work closely with City staff and Bates Design, the Area Agency on Aging, and the City procured Architect and Construction Manager, in coordinating construction.

RECOMMENDATION:
Staff recommends this Council Bill be approved on an emergency basis within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri.

Bid Tabulation

Project Name: Joplin Senior Center
Date: 4/17/17

	Vendor	Base Bid
1)	R.E. Smith	$ 3,740,000.00
2)	Red Stone Construction	$ 4,396,000.00
3)	Branco Enterprises	$ 3,948,000.00
4)	Crossland Construction Co.	$ 3,819,000.00
5)	Construction Services Group	$ 3,963,360.00
6)		
7)		
8)		
9)		
10)		

COUNCIL BILL NO. 2017-400 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with R.E. Smith Construction for Construction Services for the new Joplin Senior Center, authorizing the City Manager, or his designee, to execute said Agreement for the City; and containing an emergency clause.

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

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the losses caused by the tornado on May 22, 2011; therefore,

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and R.E. Smith Construction for Construction Services dealing generally with construction of the new Joplin Senior Center utilizing approved CDBG-DR Round I funds at 26th Street & St. John's Boulevard in the amount not to exceed Three Million Seven Hundred Forty Thousand and 00/Dollars ($3,740,000), attached hereto as Exhibit A.

Section 2. That the City Manager, or his designee, is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Senior Center and associated infrastructure under the CDBG-DR Round I grant award from the U.S Department Housing and Urban Development. It is important that these events take place so that the construction can begin so that the improvements can be completed in accordance with the grant requirements.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT

CITY OF JOPLIN AND R.E. SMITH CONSTRUCTION COMPANY

THIS AGREEMENT, made and entered into this ____ day of June, 2017, 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:

City of Joplin Senior Center

The City and Contractor agree to the following:

1. **Manner and Time for Completion.** The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 290 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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 (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. 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. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

3. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to 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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred and Sixty-Two Thousand and Seven Hundred and Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00). with respect to injuries and/or death of any one person in a single accident or occurrence.

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 the full contract 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. Debarment and Suspension. The contractor must comply with all applicable standards, orders, or requirements pertaining to 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. Additionally, bidders as well as subcontractors cannot be the subject of:

a. 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; and

b. Has not been in breach of contract with the City of Joplin within the last two years.

7. 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.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

8. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

9. 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.

10. 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.

11. 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.

12. 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 $1,000 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.

13. 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.

14. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 13, 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.

15. 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.

16. 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.

17. 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).

18. 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.

19. 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.

20. 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 l Accessibility Standards.

21. 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.

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 and Addenda
- **c.** Bid Plans and Specifications
- **d.** City of Joplin Standard Specifications (10-13-2015 Revised Edition)
- **e.** CDBG General Conditions
- **f.** Community Development Block Grant Program General Conditions
- **g.** Supplemental General Conditions
- **h.** U.S. Department of Housing and Urban Development General Conditions
- **i.** Special Conditions & Provisions
- **j.** Proposal
- **k.** Statement of Bidder's Qualifications
- **l.** Acknowledgment
- **m.** Performance Bond
- **n.** Payment and Material Bond
- **o.** Instructions to Bidders
- **p.** Non-collusion Affidavit
- **q**. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Million Seven Hundred Forty Thousand ($3,740,000) Dollars, 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. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

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)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

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. 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.

29. 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.

30. 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.

31. Anti-Lobbying. The Contractor shall comply with the 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.

32. 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.

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. 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, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation 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, creed, color, national origin, religion, or sex.

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

d) The 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.

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

f) The 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.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

i) The Contractor will comply with all provisions, Parts I thru VI, of Executive Order 11063 of November 20, 1962, directing HUD and all other executive departments and agencies to take appropriate action to promote the abandonment of discriminatory practices with respect to property or facilities owned or operated by the Federal Government or provided with Federal financial assistance in the sale, leasing, rental, or other disposition of such property or facilities.

40. 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 Procurer may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation or active certification from a state or local government. 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.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) 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;

d) 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.

41. 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.

42. 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.

43. 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 will submit reporting using the Section 3 tables in Attachment A include the Section 3 tables in Attachment A in the Engineer's required periodic reporting to the City. See attachment A for Frequently Asked Questions related to Section 3

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

52. 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.

53. 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 351.572 RSMo.

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

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 therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
_
Peter Edwards, City Attorney

CONTRACTOR:

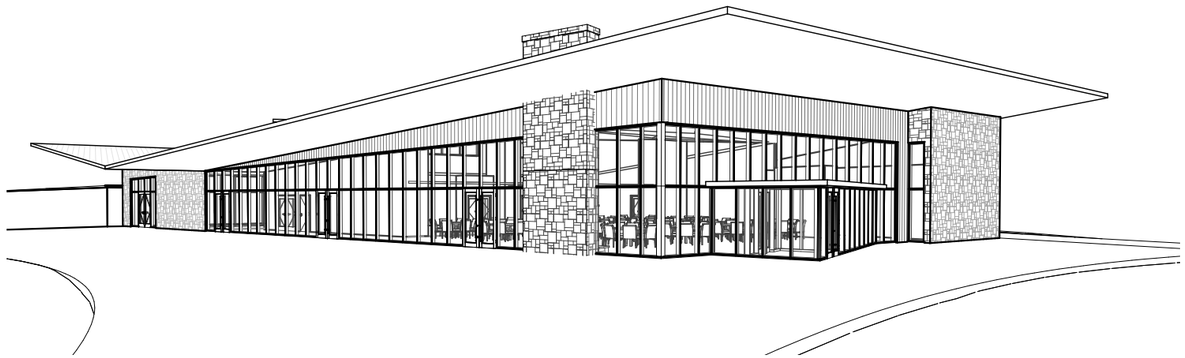
By: _____

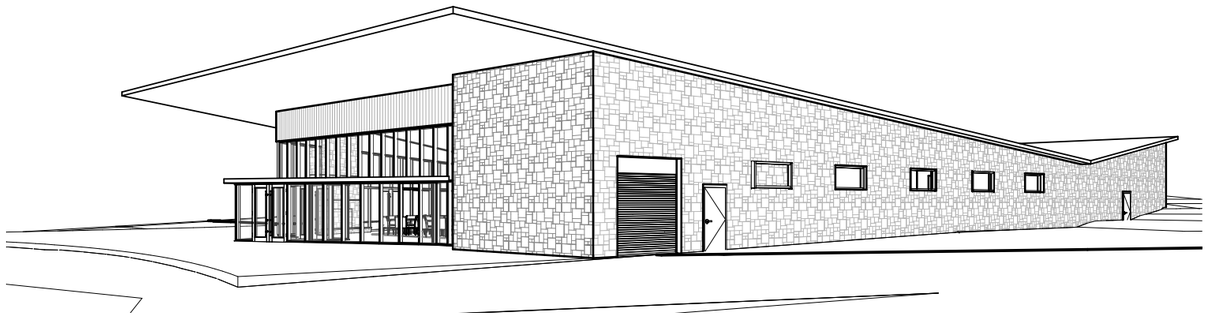
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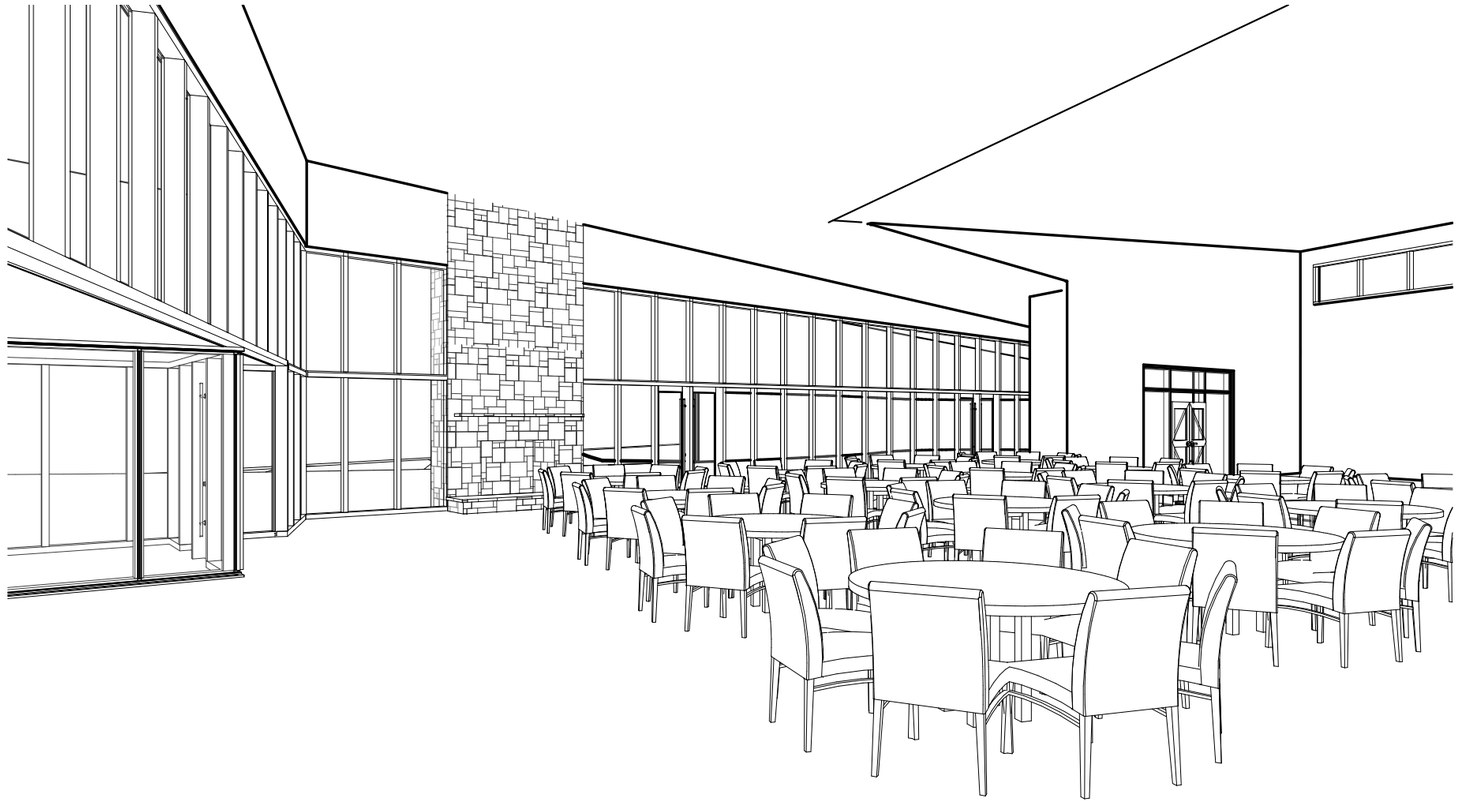
Title: _____

CITY OF JOPLIN, MISSOURI

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





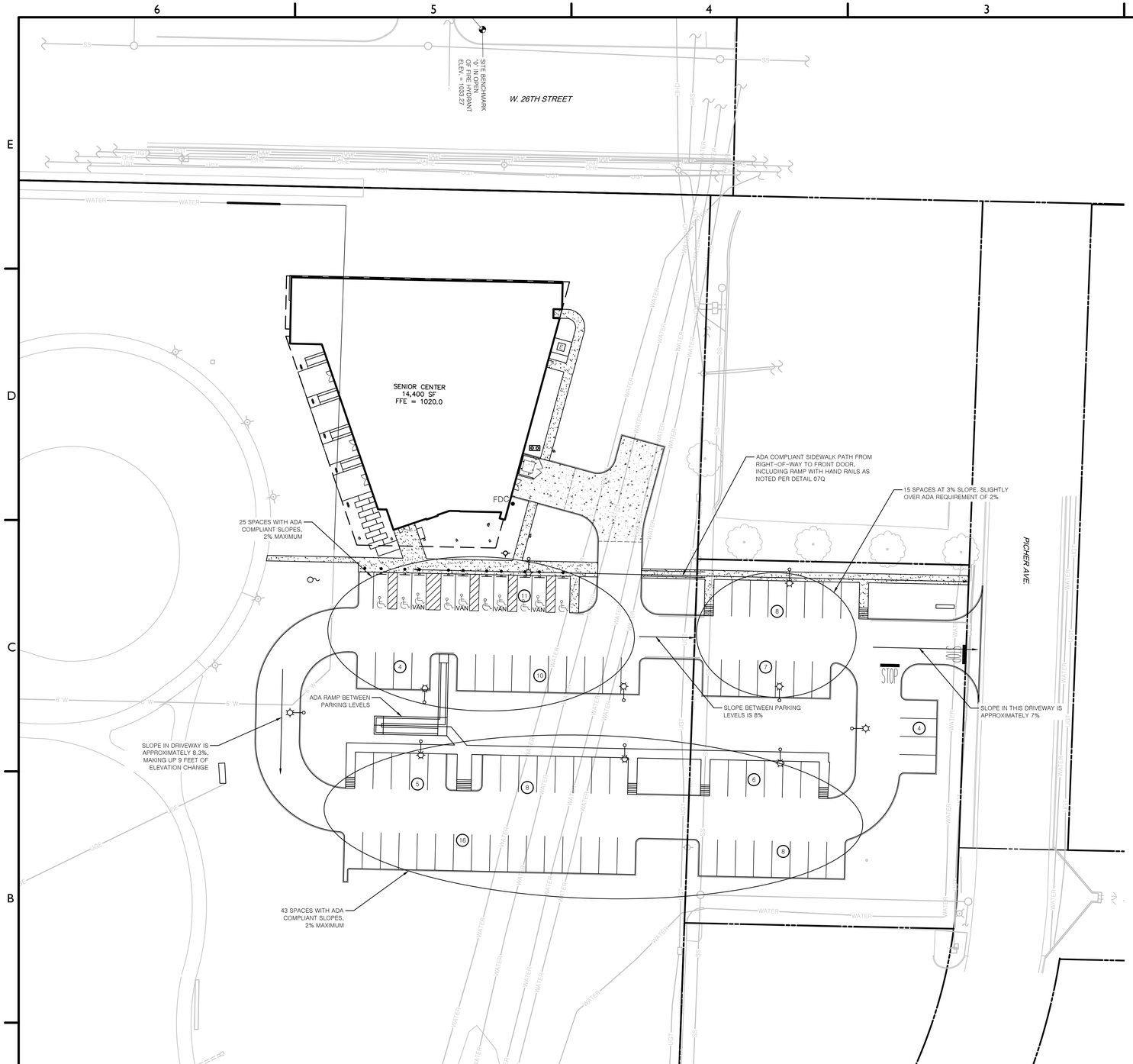


bates

Perspective Views


JOPLIN
SENIOR CENTER





PARKING RATIO			
BUILDING SQ.FT.	STANDARD	ADA	TOTAL SPACES
14,400	77	10	87

Know what's **below.** **Call** before you dig.

N

0 30' 45' 60'
SCALE IN FEET

SITE BENCHMARK
NORTH OF SITE ACROSS W. 26TH STREET
"0" IN OPEN OF FIRE HYDRANT
ELEV = 1033.27

LEGEND

EXISTING

e	EAST OR ELECTRIC	OHT	OVERHEAD TELEPHONE
n	NORTH	OHTV	OVERHEAD TV
oh	OVERHEAD	X"SS	SANITARY SEWER
s	SOUTH OR SEWER	UGE	UNDERGROUND ELECTRIC
t	TELEPHONE	UGE&T	UNDERGROUND ELECTRIC AND TELEPHONE
ug	UNDERGROUND	UGT	UNDERGROUND TELEPHONE
w	WEST OR WATER	UGTV	UNDERGROUND TV
	PROPERTY LINE	X"W	WATER
	RIGHT OF WAY LINE	5-10-11 50.5	TREE INFO 5 = DIAMETER OF TRUNK IN FEET 10 = HEIGHT OF TREE IN FEET 11 = CANOPY DIAMETER IN FEET 50.5 = ELEVATION AT BASE OF TREE
	STORM DRAIN		
X"G	GAS		
OHE	OVERHEAD ELECTRIC		
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE		

PROPOSED LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- CONCRETE CURB AND GUTTER, SEE DETAIL 01A/01B.
- CURB INLET
- BUILDING CONTROL POINT
- (#) PROPOSED PARKING SPACES
- LIMITS OF SIDEWALKS AND CONCRETE APRONS
- LIMITS OF HEAVY DUTY ASPHALT PAVING

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

B. ALL CURB RETURN RADII SHALL BE 3' OR 10', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.

C. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS: ALL CURB AND GUTTER ADJACENT TO ASPHALT PAVING SHALL BE INSTALLED PER DETAIL 01A. ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 01B. PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL 08A OVER THE ENTIRE PARKING LOT AREA AND ALL APPROACH DRIVES. ALL PARKING LOT STRIPING INCLUDING ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED PER DETAIL:9U.

D. ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F.

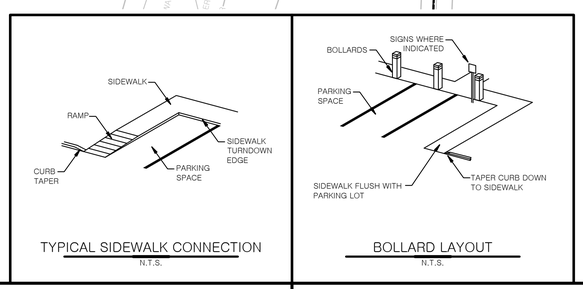
E. ALL ACCESSIBLE PARKING STALLS SHALL HAVE SIGNAGE INSTALLED PER DETAIL 09S.

SITE NOTES

02B TRANSFORMER PAD (PER ELEC. CO. AND/OR ARCH. PLANS).
02E TRASH DUMPSTER ENCLOSURE (PER ARCH. PLANS).
12J FIRE LANE STRIPING PER LOCAL CODES.
16E MONUMENT SIGN.
18A EXISTING TO BE REMOVED
18B EXISTING TO BE RELOCATED
18E POINT OF RELOCATION
21A TAPER CURB TO MATCH EXISTING CURB.
21B TAPER CURB FROM 6 INCHES TO 0 INCHES OVER 2 FEET.
70A BELSON CONICAL SHAPED PRECAST DECORATIVE BOLLARD, MODEL TF6033 ANCHOR STYLE B, COLOR WEATHERSTONE BUFF OR APPROVED EQUAL.

SITE DETAILS

01A TYPE A CONCRETE CURB AND GUTTER
01B TYPE B CONCRETE INTEGRAL CURB AND GUTTER
02A PRECAST CONCRETE WHEELSTOP
03D CONCRETE SIDEWALK
07Q HANDRAIL WITH TOUCHBAR
08A STANDARD DUTY ASPHALT PAVING
08B HEAVY DUTY ASPHALT PAVING
08C HEAVY DUTY CONCRETE PAVING
09B NINETY DEGREE PARKING SPACE STRIPING
09F 90 DEGREE ACCESSIBLE PARKING SPACE STRIPING
09S ACCESSIBLE / VAN PARKING SIGN
09U ACCESSIBLE PARKING SYMBOL
10B STOP BAR
12F SIGN BASE
13A TYPICAL LIGHTING POLE BASE



TYPICAL SIDEWALK CONNECTION
N.T.S.

BOLLARD LAYOUT
N.T.S.

29734	5/5/17	BLM	NLB	DKH	PTT
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW

Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3108 S.W. REGENCY PARKWAY, SUITE 2
Bentonville, AR 72712
(479)273-9472
FAX (479)273-0844

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bates
106 NORTH 37th STREET, SUITE C
ROGERS, AR 72726
www.batesarchitects.com
TEL: 479.633.8165

OWNER
CITY OF JOPLIN, MO
602 SOUTH MAIN STREET JOPLIN, MO 64801

CONSULTANT
WELLS & SCALETTY
3050 EAST BATTLEFIELD ROAD,
SPRINGFIELD, MO 65804

CONSULTANT
SMITH GOTH ENGINEERS, INC.
3855 SOUTH JEFFERSON AVENUE,
SPRINGFIELD, MO 65807

CONSULTANT
CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PARKWAY
BENTONVILLE, AR 72712

CITY OF JOPLIN SENIOR CENTER

CITY OF JOPLIN, MO

CONSTRUCTION DRAWINGS - BID SET
W 26TH STREET & W PICHER AVENUE JOPLIN, MO 64801

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER: 16061
RELEASE DATE: 02/15/17

SITE PLAN

C2

JOB # 29734 DRAWING: 29734 SP.dwg LAST SAVED BY: PTHIBODAUX LOCATION: P:\29000\29734.0\Drawings\Design\Rev-5\29734 SP.dwg

COUNCIL BILL NO. 2017-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #2 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed One Million, Nine Hundred Fifty-Two Thousand and Forty Dollars ($1,952,040) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

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

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

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

WHEREAS, the City of Joplin entered into a Master Agreement for Professional Administrative Support Services with PricewaterhouseCoopers Public Sector LLP (PwC) on April 20, 2017.

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

Section 1. That the City execute Work Authorization Number 2 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC) to provide planning and administrative activities, not to exceed One Million Nine Hundred Fifty-Two Thousand and Forty Dollars ($1,952,040).

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 19, 2017
Council Bill No. 2017-401

Item: Work Authorization Number 2 (PwC-DR1-2-ADM-2) to the Master Services Agreement between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC).
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Work Authorization Number 2
2) Council Bill No. 2017-401

Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Sam L. Anselm

Recommended Action: Approval of Council Bill No. 2017-401 for the execution of Work Authorization Number 2 of the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

INTRODUCTION:

The City of Joplin entered into a consulting agreement with PricewaterhouseCoopers Public Sector LLP (PwC) on April 20th, 2017 to provide administrative and consulting services for the City's Community Development Block Grant Disaster Recovery (CDBG-DR) program. The recovery program is funded by two CDBG-DR grants that were awarded by the Federal Department of Housing and Urban Development (HUD). The first award by HUD includes $45,266,709 in disaster recovery assistance received in 2012. The second award by HUD includes $113,276,000 in disaster recovery assistance received in 2013.

DISCUSSION:

On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. In conjunction to the capital plan, PricewaterhouseCoopers has incurred and will incur additional Activity Delivery and Program Administration Costs related to the continued progression of the individual projects and overall program associated with the CDBG-DR funding.

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement, and compliance oversight of CDBG-DR requirements. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included in the Capital Plan budgets approved by City Council on July 6, 2015. Program Administration

Costs are those administrative costs that attribute to the overall reporting, compliance, monitoring, oversight, coordination, and financial record keeping of the grant as a whole.

This Work Authorization provides $1,257,040 for Activity Delivery Costs which are part of the direct implementation of projects including the Joplin Senior Citizens Center phases 1 & 2, Senior Housing Facility, Trail Construction, 20th and Main Street Improvements, Crossroads Industrial Park phases 1 & 2, the Advanced Training and Technology Center phases 1 & 2, Early Childhood Center, Infrastructure and Sanitary Sewer Improvements. Additionally, $350,000 in Planning Costs and $345,000 in General Administration Costs totaling $695,000 in Program Administration Costs are included in Work Authorization #2 associated with the aforementioned Program Administration tasks. Overall, Work Authorization #2 provides for a total of $1,952,040 effective through December 31, 2017.

RECOMMENDATION:

Approve the execution of Work Authorization #2 of the Master Services Agreement for Professional Administrative and Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) in an amount not to exceed $1,952,040 with an emergency clause.

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

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP Address: 1800 TYSONS BLVD, 6TH FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Riz Shah, Principal	
Department: Planning Development & Neighborhood Services		Phone: 202-412-5066	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

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

This Work Authorization dated June 19, 2017 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between PricewaterhouseCoopers Public Sector LLP ("PWC") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated April 17, 2017 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

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

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

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

5. **Payment**. Client will compensate PWC under the terms in Exhibit A for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 2 exceed the sum of $1,952,040.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

PRICEWATERHOUSECOOPERS Public Sector LLP

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN

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

By: _____
Sam Anselm
City Manager

Date: _____

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

1. General:
The Scope of Services identified in this Work Authorization are associated with the Initial Action Plan through Amendment Eight for Round I (B-12-MT-29-0001) as well as the First through the Eighth Partial Action Plans for Round II (B-13-MS-29-0001).

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

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

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

3. Term:

All work tasks under this Work Authorization shall be completed no later than December 31, 2017 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services and Budget for Proposed Work Authorization Number 2:

Round I	ADC	Admin	Planning	Expenses
Round I Totals:	$ 314,560.00	$ 30,000.00	$ 100,000.00	$ 36,000.00

Round II	ADC	Admin	Planning	Expenses
Round II Totals:	$ 942,480.00	$ 125,000.00	$ 250,000.00	$ 154,000.00

Work Authorization 2 Totals:	$ 1,257,040.00	$ 155,000.00	$ 350,000.00	$ 190,000.00
		Grand Total:		$1,952,040.00

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under “Basically CDBG” (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs.

5. Payment/Fee Schedule:

Role	Hourly Rate
Principal	$230
Director	$210
Manager	$190
Senior Associate	$165
Associate	$145
Analyst	$110
Recovery Specialist	$100
Support Specialist 3	$75

Support Specialist 2	$40
Support Specialist 1	$30

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

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

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

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

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

AGREED AND ACCEPTED:

DATE: _____

PricewaterhouseCoopers Public Sector LLP

BY: _____

NAME:
TITLE:

City of Joplin

BY: _____

NAME:
TITLE:

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 19, 2017

ITEM: COUNCIL BILL NO. 2017-451

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: LOCAL PUBLIC HEALTH DEPARTMENT INFRASTRUCTURE GRANT AGREEMENT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill authorizes the execution of a Local Public Health Department Infrastructure Grant Agreement between the Missouri Foundation for Health (MFH) and the Joplin City Health Department. Additionally, the council bill allows for a budget amendment recognizing the grant revenues and expenses.

DISCUSSION:

The MFH is a philanthropic organization whose vision is to improve the health of the people in the communities it serves. Annually, it provides funds for a multitude of human service activities to various organizations across the state. Recently, recognizing the infrastructure needs of local public health departments in the state, the MFH made available this new grant opportunity for these agencies. Funding may be used for acquisition of equipment and supplies that allow for improved services to clients. It cannot be used for such areas as staffing, ongoing program operational expenses, real estate purchases, etc.

While a final use of funds is yet to be determined, health dept. staff have been meeting with other city staff to finalize a list of fundable items.

This agreement is for a 12 month period beginning June 1, 2017 and is for a total amount of $30,000. No city matching funds are required.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-451 ORDINANCE NO.

AN ORDINANCE authorizing Local Public Health Department Infrastructure Grant Agreement 17-0202-PHI-17, by and between the Missouri Foundation For Health, and the City of Joplin, Missouri, for a 12 month period beginning June 1, 2017, for the purposes of purchasing various equipment and supplies, for an amount of Thirty Thousand Dollars, no Cents, ($30,000.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Local Public Health Department Infrastructure Grant Agreement 17-0202-PHI-17 by and between the Missouri Foundation For Health, and the City of Joplin, Missouri, providing funding for purchase of equipment and supplies, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing revenues and appropriations by total of Thirty Thousand Dollars, No Cents ($30,000.00).

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

Section 4. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 19th day of June, 2017, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

GRANT AWARD AGREEMENT 17-0202-PHI-17

THIS LOCAL HEALTH DEPARTMENT INFRASTRUCTURE GRANT AWARD AGREEMENT ("Agreement") is made and entered by and between The Missouri Foundation for Health ("Foundation") and Joplin City Health Department ("Grantee").

WHEREAS, Foundation agrees to make a grant to Grantee for $30,000, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the parties agree as follows:

1. Grant Period. The Grant has been approved for a period of 12 months beginning June 1, 2017 and ending on May 31, 2018 (the "Grant Period").

2. Extension of Grant Period. The Grant Period of the Local Health Department Infrastructure grant award cannot be extended.

3. Expenditures. Grant funds may be used only to supplement health department budgets for the purchase of items as described below:

Allowable Use of Grant funds:
Information technology/computer equipment/software
Communication
Transportation capital costs
Monitoring/diagnostic equipment
Educational equipment (television, DVD player)
Furniture and equipment for service sites
Renovations related to improved services to clients
Infrastructure repairs to building

4. Final Report. Grantee agrees to deliver to Foundation, no later than 30 days after the conclusion of the Grant Period or upon full expenditures of funds, whichever is earlier, a Final Report with a narrative account of accomplishments and impact on the Local Health Department or community resulting from the expenditure of Grant Funds. The Final Report shall include documentation for the entire Grant amount in the form of paid invoices.

4. Disbursement Schedule. Foundation will disburse Grant funds in a one-time lump sum payment upon receipt of the signed Grant Award Agreement.

5. Records. Although the Grant funds need not be segregated, Grant funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Grant Period.

6. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Grant, which may include one or more visits from Foundation personnel

to discuss the Grant with Grantee's personnel and review financial and other non-patient records and materials connected with the activities funded by this Grant. All financial and other non-patient records relating to the Grant shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in section 11 of this Agreement.

7. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Code tax status it represented to Foundation that it had when submitting the Proposal throughout the duration of the Project Period unless otherwise approved by Foundation. Grantee shall remain in good standing with the State of Missouri.

8. Title to Property Acquired with Grant Funds. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in Grantee. However, Foundation shall have a purchase money security interest in the Grant Funded Property until the Final Report has been accepted by Foundation.

9. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Grant as described in paragraph 3 remain the property of Foundation and shall be promptly returned to Foundation at the conclusion of the Grant Period. If at any time during a Grant Funded Property's useful life, a Grantee fails to use the Grant Funded Property for the purposes as described in paragraph 3, Grantee shall repay to Foundation an amount equal to the value for the entire useful life of the item minus that portion of the useful life of the Grant Funded Property during which it was used for the purposes of the Grant, utilizing the straight-line method of depreciation. If Grantee fails to make timely repayment of the appropriate portion of the Grant, Foundation may take possession of the Grant Funded Property. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.

10. Publicity. Grantee agrees that Foundation may include information about the grant award, including the name of the Grantee, a description of the Grant and the amount of the Grant on Foundation's website and in reports, news releases, tax returns and other public disclosures. Any use of the Foundation's name or logos by the Grantee or its agents must be consistent with the guidelines available on Foundation's website. All publicity associated with the Grant must clearly identify Foundation as a funding source.

11. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if: (a) Grantee's federal income tax status changes; or (b) Grantee dissolves.

    The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if, after notice to the Grantee and opportunity to cure as provided in this paragraph of section 11 Grantee fails to meet the conditions set forth in this Agreement. Termination for any of the foregoing reasons shall become operative upon written notice from Foundation to Grantee specifying the reasons

for Foundation's intention to terminate ("MFH Notice"). The Grantee shall have 60 days from the date of the MFH Notice to engage in action which in the sole discretion of Foundation is determined to remedy the issues and concerns that Foundation has specified as the basis for Foundation's intention to terminate. The Foundation may terminate the Grant 90 days from the date of the MFH Notice if Foundation is not satisfied with the efforts of the Grantee.

If the Grant is terminated prior to the end of the Grant Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant funds through the effective date of termination, and (b) repay to Foundation within 30 days of the effective date of termination: (i) all Grant funds which were not expended on or prior to the effective date of termination; and (ii) all Grant funds which were expended prior to the date of termination of the Grant but which expenditures relate to a phase of the Grant allocable to a time period after the effective date of termination, and (iii) an amount equal to the value of any Grant Funded Property less the value of that portion of the Grant Funded Property's useful life during which it was used for the purposes of the Grant. The Foundation in its sole discretion may consider waiving all or a portion of its right to repayment as provided in (ii) and (iii) of the preceding sentence; and in making any such determination may give consideration to written documentation provided by the Grantee of binding written agreements entered into with parties unaffiliated with Grantee.

Nothing contained in this section shall limit or prevent Foundation from taking legal action to seek repayment of Grant funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

12. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.

13. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, staff or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of the Grantee, its employees, directors, officers, employees or funded activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.

14. Authority and Validity. Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Further, Grantee warrants that the board of directors of Grantee has taken all

action required by law, Grantee's Articles of Incorporation and Bylaws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

15. Nondiscrimination. Grantee agrees that in providing services under the Grant, Grantee will not discriminate on the basis of race, color, sex, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services, except in instances when the criteria is a stated condition of admission to the Grant and is so disclosed.

16. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.

17. Lobbying. By accepting this grant, Grantee agrees that these funds will be used exclusively for exempt purposes and will not be used to carry on propaganda, or otherwise attempt to influence legislation or to participate in any political campaign on behalf of any candidate for office or for political campaign contributions.

18. Entire Agreement. This Grant Award Agreement constitutes the entire Agreement between the parties regarding the Grant and supersede all previous related understandings or written or oral agreements between the parties.

19. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by an authorized representative of both Foundation and Grantee.

20. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri. Any lawsuit, action or proceeding resulting from, or related to this Agreement, shall be commenced in a court of competent jurisdiction located in the City of St. Louis, Missouri or St. Louis County, Missouri.

21. Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

22. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

23. Preservation of Rights and Remedies. No right or remedy herein conferred upon or reserved to Foundation is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity. The assertion of any right or remedy by Foundation shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Foundation's waiver of any of its rights or remedies shall not operate to waive use of such right or remedy at a future time and shall not operate to waive use of any other rights or remedies available to Foundation.

24. Effective Date. This Agreement will become effective when signed by both parties. The date this Agreement is signed by the last party (as indicated by the date stated opposite that party's signature) will be deemed the date of this Agreement.

IN WITNESS WHEREOF, we have hereby executed this Agreement.

Joplin City Health Department

By: _____ _____

Samuel Anselm
City Manager

Date

The Missouri Foundation for Health

By: _____ 5/24/17

Robert G. Hughes
President and Chief Executive Officer

Date

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 19, 2017

ITEM: COUNCIL BILL NO. 2017-511
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

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

INTRODUCTION:
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending fire grant revenues in the amount of $27,000.00 and $30,000.00 in expenditures for the AFG grant to purchase replacement airpack bottles. The grant reimburses 90% of the cost.
- Amending the Sewer Treatment facility improvements line item in the amount of $865,403.00 for the trickling filter renovation. This item will come from the reserves for capital equipment.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $27,000.00 and increases expenditures by $895,403.00.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-511 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing revenue by the total amount of Twenty-Seven Thousand Dollars and No Cents ($27,000.00) and by increasing appropriations by the total amount of Eight Hundred Ninety-Five Thousand Four Hundred Three Dollars and No Cents ($895,403.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
12-Jun-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-0000-470-0905	Fire Assistance Grant	$	27,000	
	Fire Federal Grants	001-6090-510-8230	Emergency Operating Equipment			30,000
	Total General Fund			$	27,000	30,000
415	Sewer Fund					
	Sewer Treatment	415-4541-540-8015	Facility Improvements			865,403
	Total Sewer Fund			$	-	865,403
	Grand Total			$	27,000	895,403