COUNCIL AGENDA
July 20, 2015
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**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The July 6, 2015 Council Meeting

      Documents: JULY 6 2015 MIN.PDF

9. **Resolutions**

   1. Resolution 2015-009
      A RESOLUTION authorizing the filing of a First Amendment to Fourth Partial 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 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

      Documents: ATTACHMENT A RS 2015-009.PDF, RS 2015-009.PDF, SUMMARY RS 2015-009.PDF

   2. Resolution 2015-010
      A RESOLUTION authorizing the filing of a Second Amendment to Third Partial 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 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

      Documents: ATTACHMENT A RS 2015-010.PDF, RS 2015-010.PDF, SUMMARY RS 2015-010.PDF

   3. Resolution 2015-011
      A RESOLUTION authorizing the filing of a Fourth Amendment to 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: ATTACHMENT A 2015-011.PDF, RS2015-011.PDF, SUMMARY 2015-011.PDF

10. **Ordinances - Emergency**

1. Council Bill 2015-006
   AN ORDINANCE approving a Purchase Order to be issued to Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing an emergency clause.

   Documents: MS_EA GREENSHEET.PDF, CB2015-006.PDF

2. COUNCIL BILL 2015-140
   AN ORDINANCE approving the City of Joplin to enter into a contract with Lester Southard Construction for the Utility Cut Pavement Restoration Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

   Documents: SUMMARY SHEET UTILITY CUTS 2015 140.PDF, CB UTILTY CUTS 2015 140.PDF, UTILITY CUTS.PDF

3. COUNCIL BILL 2015-141
   AN ORDINANCE approving the City of Joplin to enter into a contract with Southwest Missouri Traffic Management for the Traffic Control Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

   Documents: SUMMARY SHEET TRAFFIC CONTROL 2015 141.PDF, TRAFFIC CONTROL.PDF, CB TRAFFIC CONTROL 2015 141.PDF

4. COUNCIL BILL 2015-142
   AN ORDINANCE authorizing the City of Joplin to enter into a change order with Sprouls Construction Company Inc.in the amount of One Hundred Eight Thousand Six Hundred Forty Two and no/100 ($108,642.00) for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project and containing an emergency clause.

   Documents: PROJECT_LOCATIONS.PDF, COUNCIL BILL 2015 142 CO SPROULS.PDF, SUMMARY SHEET CB 2015 142.PDF

5. COUCIL BILL 2015-360
   AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with CJW Transportation Consultants for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Long Range Transportation Plan; authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

   Documents: AGREEMENT.PDF, CB 2015-360.PDF, EXHIBIT A.1.PDF, FEE ESTIMATE.PDF, SUMMARY SHEET -2015-360.PDF, WORK AUTHORIZATION.PDF, RFQ SCORING SHEETS.PDF

6. COUNCIL BILL NO. 2015-405

   A ORDINANCE authorizing the City of Joplin to amend an Agreement with Deloitte
   Financial Services LLP (Deloitte FAS) in the amount not to exceed One Million One
   Hundred Thousand ($1,100,000.00) to provide activity delivery tasks associated with the Joplin Homebuyer Assistance Program related to the 2011 Community Development Block Grant Diagram- Disaster Recovery fund, authorizing the City Manager to execute said Amendment for the City, and containing an emergency clause.

Documents: CB 2015-405.PDF, EXHIBIT 1.PDF, EXHIBIT 2.PDF, SUMMARY 2015-405.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2015-005

COUNCIL BILL NO. 2015-005 An ordinance amending Subsection (b) of Sec. 42-39 of Chapter 42, Courts, Article II., Municipal Court, for the purpose of making certain changes.

Documents: SUMMARYSHEET CB2015-005.PDF, CB2015-005.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL 2015-616

COUNCIL BILL NO. 2015-616 -AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

Documents: CB2015-616.PDF

13. Unfinished Business

14. New Business

1. APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS

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 July 6, 2015

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

INVOCATION - read by City Clerk Barbara Hogelin
PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA –led by Council Member Morris Glaze

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis: Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley, Michael Woolston and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearings Procedures read by City Clerk Barbara Hogelin

PUBLIC HEARING FOR RESOLUTION NO. 2015-007-A RESOLUTION granting a Special Use Permit (First Request) to Kathleen Diane Martinous for the operation of a home beauty parlor located at 1914 West Perkins Street, in the City of Joplin, Jasper County, Missouri. Requested by Diane Martinous. Planning and Zoning recommended approval for a two-year Special Use Permit.

Mayor Michael Seibert opened the Public Hearing

Kathleen Diane Martinous, 1914 W. Perkins, appeared on behalf of the request.

No one appeared in opposition to the request.

The public hearing was closed.

Mr. Scearce introduced Resolution No. 2015-007. Motion by Mr. Glaze Second by Mr. Scearce to

Approve Resolution No. 2015-007. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

The Resolution was read as being **Resolution No. 2015-007**

CONSENT AGENDA - Motion by Mr. Glaze, Second by, Ms. Colbert-Kean to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

Minutes of the June 15, 2015 Council Meeting

Minutes of the June 22, 2015 Special Council Meeting

RESOLUTIONS

Mr. Stanley introduced Resolution No. 2015-008, authorizing the approval of a list of projects to be funded by two Community Development a resolution Block Grant Disaster Recovery (CDBG-DR) grant(s) received from the Department of Housing and Urban Development (HUD) to help aid in the recovery from an EF-5 tornado that struck the City of Joplin on May 22, 2011. Motion by Mr. Stanley Second by Mr. Shaw to Approve Resolution No. 2015-008. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Resolution was read as being **Resolution No. 2015-008**

ORDINANCES - EMERGENCIES

Mr. Shaw introduced Council Bill No. 2015-134, an ordinance approving the purchase of property at 2931 S. Jackson Avenue, in the City of Joplin, Jasper County, Missouri and authorizing the payment of One Hundred Fifty Two Thousand Nine Hundred and 00/100 Dollars ($152,900.00) and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Glaze that Council Bill No. 2015-134 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-093**

Mr. Stanley introduced Council Bill No. 2015-135, an ordinance approving the contract with Vance Brothers in the amount of One Million One Hundred Twenty Seven Thousand Five Hundred Thirty and no/100 Dollars ($1,127,530.00) for Microsurfacing of Streets in Various Locations for 2015 in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-135 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-094**

Mr. Glaze introduced Council Bill No. 2015-136, an ordinance approving a contract with Blevins Asphalt Construction Company Inc. in the amount of One Million Eight Hundred Thirteen Thousand Eight Hundred One and 58/100 Dollars ($1,813,801.58) for Resurfacing in Various Locations 2015 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Glaze that Council Bill No. 2015-136 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

The Council Bill was declared Adopted and entitled **Ordinance No. 2015-095**

Mr. Scearce introduced Council Bill No. 2015-137, an ordinance authorizing the execution of an Agreement by and between the City of Joplin and McClanahan Construction Company, to provide construction services for installing Tertiary filters for the Turkey Creek Wastewater Treatment Plant, not to exceed One Million, Three Hundred Nineteen Thousand, Five Hundred and Thirteen and No/100 Dollars ($1,319,513.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Scearce, Second by Mr. Stanley that Council Bill No. 2015-137 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-096**

Mr. Shaw introduced Council Bill No. 2015-138, an ordinance approving the City of Joplin to enter into an Agreement with Allgeier, Martin and Associates to provide professional engineering services for the MS4 Stormwater Permitting Assistance Program, not to Sixty Thousand No/100 Dollars ($60,000.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Glaze that Council Bill No. 2015-138 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-097**

Mr. Scearce introduced Council Bill No. 2015-139, an ordinance approving the City of Joplin to enter into an Agreement with Trans Systems to provide professional design and construction management services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area not to exceed the amount of One Hundred Thirty Nine Thousand One Hundred Fifteen and no/ 100 (139,115.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Scearce, Second by Mr. Glaze that Council Bill No. 2015-139 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-098**

Mr. Glaze introduced Council Bill No. 2015-359, an ordinance approving the contract by and between the City of Joplin and Wheeler Excavation for the boarding & securing of the structure located at 410 S. Wall. in the City of Joplin, Missouri, for the amount of Eight Thousand nine Hundred seventy and 00/100 Dollar (8,970.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Glaze, Second by Ms. Colbert-Kean that Council Bill No. 2015-359 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-099**

Mr. Stanley introduced Council Bill No. 2015-404, an ordinance approving the City of Joplin execute Work Authorization Number 3 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed Nine Hundred Sixty Eight Thousand Dollars ($968,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said

Agreement; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-404 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-100**

Dr. Rosenberg introduced Council Bill No. 2015-456, an ordinance authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to Ninety-One Thousand, Six Hundred Eighty-Six Dollars, no Cents, ($91,686.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Dr. Rosenberg, Second by Mr. Shaw that Council Bill No. 2015-456 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-101**

Ms. Lewis introduced Council Bill No. 2015-457, an ordinance authorizing a Program Services Contract Amendment, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Ms. Lewis, Second by Dr. Rosenberg that Council Bill No. 2015-457 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-102**

Mr. Scearce introduced Council Bill No. 2015-614, an ordinance authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Environmental Assessment at the Joplin Regional Airport on and containing an emergency clause. Motion by Mr. Scearce, Second by Ms. Lewis that Council Bill No. 2015-614 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-103**

Mr. Shaw introduced Council Bill No. 2015-615, an ordinance authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Environmental Assessment Study at the Joplin Regional Airport on and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Scearce that Council Bill No. 2015-615 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-104**

Motion by Mr. Glaze, Second by Mr. Stanley, to move COUNCIL BILL NO. 2015-616 to ORDINANCES – FIRST READING. Voting in favor were Council Members: Colbert-Kean, Glaze,

Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2015-616, an ordinance amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-616 be placed on first reading and passed to second reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston 8. Nays: 1, Scearce. Absent: 0.

ORDINANCES – SECOND AND THIRD READING

Mr. Stanley introduced Council Bill No. 2015-613, an ordinance approving an Agreement with Paragon Architecture to develop conceptual designs and cost estimates for the development of a Route 66 attraction, public space and offices on City-owned property on the north side of the 1100 block of Broadway Avenue. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-613 be passed on Second Reading Advanced to Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Lewis, Scearce, Seibert, Shaw and Stanley 6. Nays: 3, Glaze, Rosenberg, and Woolston. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-105**

NEW BUSINESS

Appointments to Boards and Commissions

Council made the following Reappointments to Boards and Commissions:

Convention and Visitors Bureau, Cheryl Fields and David Crocker; Library Board, Dorothy Wilcoxon; Parks & Recreation Board, Harvey Hutchinson.

Council appointed Cecil Hull to the finance Oversight committee; Emily Frankoski as Alt to the Historic Preservation Commission and Paul Whitehill to the Historic Preservation Commission.

News from the PIO

Citizens have an opportunity to learn more about City Government through a new program starting this fall. Joplin Citizens Academy. This free nine-week course will offer Joplin residents an opportunity to interact with local officials, tour many of the City facilities and learn how to get involved in their civic community

Interested individuals should apply online at joplinmo.org/citizenapp A Class size is limited to 25 citizens. Applications are due by August 3, and the Academy starts Thursday, September 3.

More information is listed on our website, www.joplinmo.org or citizens can contact the City Manager's office as well.

Summer is a great time to try new things – and Joplin Parks and Rec is still offering swimming lessons for all ages. Whether you or your children are just learning to swim, or you want to master your skills, our instructors can help! Give Parks and Rec a call at 625-4750 or go to their website, www.joplinparks.org

Also as a reminder to residents – Never leave your pet unattended in a parked car for any period of time. On a warm day**,** the temperature in a car can exceed 120° in a matter of minutes - even with the windows partially open. Your pet can quickly suffer irreversible organ damage or die. So please

don't take chance and leave your pet at home.

Mayor Seibert stated he attended a special event of the 50th anniversary of the Daisy Nation BB Gun Championship on July 3.Daisy Outdoor Products conducted its first Daisy International BB Gun Championship Match in Dayton, Ohio, on July 8, 9 and 10, 1966.The team which won the first championship match was the Joplin Jaycees Sharpshooters right here from Joplin, Missouri. Team members included: Joe Brewer, Kate Browne, Tom Hutchison, Louis Ochenbein, and Ron Zwisler. Their coach was Floyd Smith ("Smitty").Mayor Seibert presented a proclamation from the city of Joplin on their accomplishments and shared a couple of pictures that reflected on Friday night's events. They were inducted into Daisy's Hall of Fame.

Mr. Shaw said he and his wife recently ate at the new Joe's Italian Grill on Rangeline. He mentioned that Public Works is continuing to work on the odor on 32nd street. He said he had had several calls from citizens about fireworks and that fact that they were not being cleaned up after they were being shot off.

Mr. Glaze also noted citizens were not cleaning up their own trash after discharging fireworks. He also inquired about the building board of appeals and enforcing codes with property. He asked that the sign at the golf course can reflect lessons given by the golf gro.

Ms. Colbert-Kean mentioned Murrell Gunn who had worked for the police department had passed away.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration; and confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter—more specifically, for the Council to discuss the City's responses to the Audit Report, as set forth in Section 610.021(2) (17) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Ms. Colbert-Kean to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

There being no further business the meeting adjourned at 7:28 p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

Attachment A – First Amendment to CDBG-DR Round 2 Partial Action Plan #4

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY- ROUND II

PARTIAL ACTION PLAN #4 FOR

THE CITY OF JOPLIN

(AMENDMENT 8 TO INITIAL ACTION PLAN)

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

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I. 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 CDBG-DR program provides communities with resources to address a wide range of post-disaster community development needs, and the City of Joplin has outlined in this Partial Action Plan how the community will use its second allocation to support recovery from this event.

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

The majority of the property in Joplin that was affected by the May 22, 2011 tornado was residential property that contained a variety of single and multi-family units as well as owner and renter-occupied dwellings. Residents of all demographics and income statuses were affected by the tornado because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods.

Within this specific Action Plan, no discrete housing activities are planned. However, the City continues to investigate potential housing activities, which may be included in future Action Plans, to support the rebuilding of the community. Ongoing housing activities are detailed within existing Action Plans previously prepared and submitted.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

The City's previous round of CDBG-DR funding was allocated to infrastructure based on the immediate assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado. Since that time, additional assessments have been conducted to update the unmet infrastructure needs inside the tornado-affected area. In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, these projects will be developed to ensure that all residents will have the benefit of infrastructure that will enhance their quality of life and protect property. These projects will include repairs necessary due to direct storm damage, repairs due to damage from recovery efforts, and projects designed to further enhance systems to attract residents to repopulate the area.

Sanitary Sewer Improvements

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.

All tornado recovery area sanitary sewers were videoed, measured, and rated between 1 and 5; 1 being the best condition and 5 being the worst condition. The City extrapolated those rankings

and percentages across the entire tornado area. The City estimates approximately $20 million will be needed for repairing the category 3 and above lines which are comprised of approximately 444,000 linear feet of Sanitary Sewer.

ECONOMIC IMPACT AND UNMET NEEDS

The path of the May 22, 2011 tornado also crossed several commercial corridors in the City of Joplin which had a large effect on the local economy. There were 553 businesses destroyed or severely damaged during the tornado, and approximately 90 percent, or 500 businesses, are back in operation. Thirty businesses have indicated that they will not rebuild/reopen.

Within this specific Action Plan, no discrete economic development activities are planned. However the City continues to investigate potential economic development activities, which may be included in future Action Plans, to support the rebuild of the community. Ongoing economic development activities are detailed within existing Action Plans previously prepared and submitted.

CONNECTION BETWEEN UNMET NEEDS AND ALLOCATION

The three categories of Housing, Infrastructure, and Economic Need were individually discussed at the beginning of this document. The City has evaluated the needs in these three categories and determined the greatest amount of need to be in the public infrastructure category. Additionally, an unmet public service need has been identified that needs to be addressed. The City does strongly believe, however, that if the recovery of one of these sectors occurred in an isolated way, the community would not have a healthy, sustainable recovery.

Although the City has identified the activities above, it is anticipated that future projects will be identified and included in future Partial Action Plans that will assist in providing housing, infrastructure, and economic development resources to the residents that will encourage a repopulation of the tornado area. The City is focused on efficiently and effectively providing as much funding as possible to make this portion of the community an area that will attract residents now and in the future.

II. 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, Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public and working with other public entities, and has even started the process for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved.

During the Citizens Advisory Recovery Team (CART) process, a large outcome of these public participation forums was the desire for trails and green-spaces. These forums became a great tool to educate the public with the concept that placement of green-spaces and potential trails were ideal for floodplain areas. The placement of floodplains in Joplin has been utilized to co-locate parks in the past, and the idea of extending the system along these areas was heavily promoted both by the citizens and for the citizens during this process. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, 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.

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.

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.

The City's Plan does not include the construction or rehabilitation of residential buildings and the City does not anticipate adding these activities in the future. According to the current Needs Assessment, this has been addressed in the City's previous award. Because disaster recovery is an every-changing process, however, the City will ensure to include criteria and requirements for Green Building Standards and HUD's Office of Community Planning & Development (CPD) Green Building Retrofit Checklist in any future residential activity according to the applicable CPD notices.

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.

III. 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. Program Income is not expected from any of the activities listed in this plan.

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 subrecipients 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 subrecipient monitoring in accordance with program requirements. As part of this compliance and monitoring, subrecipients will be contacted according to the terms of their subrecipient 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 subrecipient.
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 subrecipient 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 subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient 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). Subrecipients who have received $500,000 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 majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants is encouraged to attend trainings that will increase the efficiency with which projects are completed.

The City has reserved funding in the Administration funds for local costs. These funds have been used to create additional CDBG Manager positions to increase the local capacity and it is possible that this funding could be used to add staff if determined necessary in the future.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

SUBSTANTIAL AMMENDMENT

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. Finalized minor amendments will be posted on the City's website.

IV. PROGRAM DESCRIPTIONS

SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION PHASE III)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$ 9,407,539
Geographic Area:	City of Joplin
Applicant Eligibility:	N/A; Public Facilities and Infrastructure Improvements
Start/End Dates:	October 2015 – October 2017
Performance Outcomes:	Design and construction of sewer and manhole structures

Basis for Allocation

As with storm sewers, the tornado and ensuing heavy equipment activity caused significant damage to the manhole and sanitary sewers across the tornado recovery area. The City has an annual capital program that repairs and replaces sanitary sewers. The annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per Department of Natural Resources (DNR) bypass elimination plan, and for Infiltration and Inflow (I/I) reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek Wastewater Treatment Plant (WWTP). All tornado recovery area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Staff extrapolated those rankings and percentages across the entire tornado area. Estimates and ranking scale, as well as the sewers in the tornado recovery area, are included as a part of this work.

CDBG Eligibility and National Objective

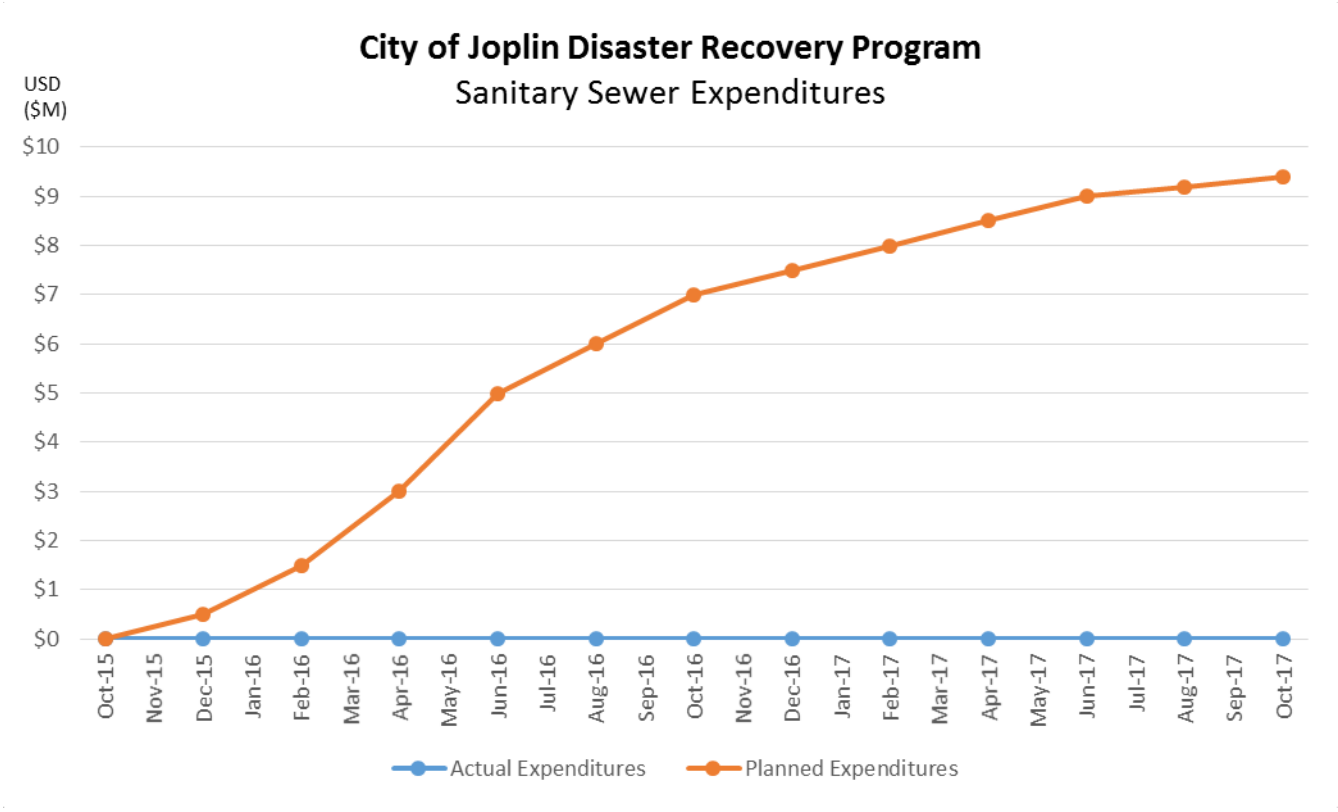
This Activity is eligible under 03J, Water and Sewer Improvements, and will utilize the National Objectives of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive low/moderate area (LMA) assistance, this 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 sanitary sewer service as well as reduce I/I. Having an upgraded and modernized system extends the life of our treatment plants, as well as reduces the number of backups into citizens' households after large rain events. The City will have a well mapped system with a ranking to identify future preventative maintenance needs. This upgrade to the system will position the community in better compliance with state regulation as well.

V. PERFORMANCE SCHEDULES

The following tables illustrate the approximate projected expenditures based on HUDs recommendations of Non-housing, and Administration categories. The City does not anticipate funding any Housing activities with this round of funding.



VI. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

Round II Partial Action Plan #4 Budget

Infrastructure Activities		
Sanitary Sewer (Design & Construction)	$ 9,407,539.00	
Sub Total	**$ 9,407,539.00**	
Economic Development		
Sub Total	**$**	**0.00**
Housing Activities		
Sub Total	**$**	**0.00**
Program Administration Activities*		
City of Joplin Administrative Costs	$	0.00
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.		
Consultant Administrative Costs	$	0.00
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities.		
Program Planning Activities*		
Planning Costs	$	0.00
Description: Funds to be used for eligible planning activities.		
Sub Total	**$ 9,405,539.00**	
TOTAL BUDGETED CDBG-DR AWARD FOR PARTIAL ACTION PLAN #4 (of $113,276,000.00)	**$ 9,405,539.00**	

* These initial allocations are based on the best data currently available and reflect projections of need to support the grant program. It can be anticipated there will be future adjustments based on actual experience once programs are implemented; however, neither planning nor administrative expenses will surpass their statutory caps.

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY
Round II Cumulative Partial Action Plan Budget
(Amendments #1-7)

Projects	Initial Action Plan	Partial Action Plan #2	Partial Action Plan #3	Partial Action Plan #4	Total Funded to Date
Infrastructure Activities					
Sanitary Sewer (Design & Construction)	$4,501,333.00	$3,000,000.00	~~$2,500,000.00~~ $3,600,000.00	$9,407,539.00	$20,508,872.00
Mercy Public Park	$-	$4,900,000.00	$-		$4,900,000.00
Crosslines Community	$-	$-	$555,000.00		$555,000.00
Early Childhood Center	$-	$-	~~$5,000,000.00~~ $-		$0.00
Public Infrastructure Improvements	$3,362,400.00	$3,800,000.00	$1,000,000.00		$8,162,400.00
Advanced Training & Technology Center (Phase I)			$3,900,000.00		$3,900,000.00
Sub Total	**$7,863,733.00**	**$11,700,000.00**	**$9,055,000.00**	**$9,407,539**	**$38,026,272.00**
Economic Development					
	$-	$-	$-	$-	$-
Sub Total	$-	$-	$-	$-	$-
Housing Activities					
	$-	$-	$-	$-	$-
Sub Total	$-	$-	$-	$-	$-
Public Service Activities					
Mental Health Needs	$331,397.00	$-	$-	$-	$331,397.00
Sub Total	**$331,397.00**	$-	$-	$-	**$331,397.00**
Program Administrative					
City of Joplin Administrative Costs	$101,951.30	$255,000.00	$-	$-	$356,951.30
Consultant Administrative	$327,805.20	$255,000.00	$-	$-	$582,805.20
Planning Costs	$-	$1,530,000.00	$-	$-	$1,530,000.00
Sub Total	**$429,756.50**	**$2,040,000.00**	**$0.00**	**$0.00**	**$2,469,756.50**
TOTAL BUDGETED (of $113,276,000.00)	**$8,624,886.50**	**$13,740,000.00**	**$9,055,000.00**	**$9,407,539**	**41,823,425.50**

VII. PUBLIC COMMENT

The City of Joplin provided prominent posting on the City's official website beginning on October 13, 2014 indicating written comments would be accepted through October 20, 2014 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received by telephone during the City's 7-day comment period. A summary of the comment and the City's response are noted below.

On October 20, 2014 a verbal comment was received by the Planning and Community Development Department from Terry and Ray Malcolm regarding the Early Childhood Center activity. They own a private, licensed daycare center and are concerned that an Early Childhood Center will put their daycare facility out of business. We explained how the deficiency in daycare providers post tornado was calculated. They were strongly encouraged to place their concern in writing and we would further respond in writing and forward their concern and the City's response to HUD. They have elected not to do so at this time.

VIII. 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.

IX. 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.

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 subrecipients 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 subrecipient 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.

P. 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.

_____ _____

Signature/Authorized Official Date

_____

Title

RESOLUTION NO. 2015-009

A RESOLUTION authorizing the filing of a First Amendment to Fourth Partial 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 2); 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 were thousands of households affected by 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 $113,276,000 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 the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Partial Action Plans; 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 an Eighth Amendment to the Initial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 2) according to Attachment A with the U.S. Department of Housing and Urban Development, such that $9,407,539 is being added to the Sanitary Sewer activity.

Section 2. This resolution will become effective on Friday July 24, 2015 at 12:00 AM.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2015.

_____
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: July 20, 2015

Item: CDBG –DR- Round 2 Partial Action Plan #4 – 8th Amendment to the Initial Action Plan
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan 4 – First Amendment
2) Resolution No. 2015-009

Department Head: Troy Bolander
PW Department Head: Nick Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Resolution No. 2015-009

DISCUSSION:

The following is a resolution that authorizes the filing of the first amendment to the Fourth Partial Action Plan previously approved by City Council for the Second 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 1 increases the funding to complete the Sanitary Sewer work.

The Sanitary Sewer project will include substantial improvements to sanitary sewer service, as well as provide significant reductions in Infiltration and Inflow (I/I). Having a well mapped system will help to identify future preventative maintenance needs. In addition, this upgrade to our system will position us in better compliance with state regulation and will ultimately reduce citizen user costs. This Amendment will add an additional $9,407,539.00 to the previous approximately $11 million in the project.

Therefore, the proposed amendment to Partial Action Plan 4 will add $9,407,539.00 to the Sanitary Sewer project to complete the activity. The activities are to be completed by October 2017. Notice of the amendment has been posted. Any public comments received will be shared with City Council. If approved, the amendment will be forwarded to HUD for their forty-five day review.

Infrastructure Activities	Up to Partial Action Plan #3	Partial Action Plan #4	Total
Sanitary Sewer (Design & Construction)	$11,101,333.00	$9,407,539.00	$20,508,872.00

RECOMMENDATION:

The staff recommends adoption of this Resolution 2015-009.

Attachment A – Second Amendment to CDBG-DR Round 2 Partial Action Plan #3

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY- ROUND II

SECOND AMENDMENT FOR

THE CITY OF JOPLIN

(AMENDMENT 7 TO THE INITIAL ACTION PLAN)

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

AMENDMENT #7 – July 20, 2015

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 second round of funding (approximately $113 Million). A submission of this amendment has been made to the U.S. Department of Housing and Urban Development (HUD).

ADVANCED TRAINING & TECHNOLOGY CENTER (PHASE I)

Program/Activity Details

Administering Entity:	Joplin Area Chamber of Commerce Foundation (JACCF)
Budget:	$3,900,000
Geographic Area:	City of Joplin:
Applicant Eligibility:	LMI Limited Clientele
Start/End Dates:	September 2015 – December 2016
Performance Outcomes:	Stimulate economic growth by enhancing resident's skill sets and filling the gaps in the area's workforce by providing better-skilled workers, particularly LMI residents.

Basis for Allocation

Recovery from a major natural disaster can take years or even decades. The community continues to have an ongoing need for economic development projects to stimulate the economy. A key part of the recovery is employing the unemployed and upgrading the skill sets of the underemployed. The proposed Advanced Training and Technology Center will help fill gaps in the area's workforce, provide better-skilled workers 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. This allocation will provide the means to purchase and renovate a building for the center.

This project will aggressively work with those organizations which are directly in contact with people in the Joplin community who are most at risk because of a lack of education, minimal job skills and/or minimal work experience. The proposed Center is in close proximity (within walking distance) to the greatest identified need within the City of Joplin. Three homeless shelters: the Salvation Army, Joplin Community Clinic, and the Joplin Health Department are all within walking distance from the proposed Center. These stakeholders will be used to identify the basic skills and needs of those most at risk. The Center will work with those citizens recommended by these stakeholders to enhance their basic job skills, allowing them the opportunity for employment in positions that may provide a higher income, better benefits, and more stability. Ending homelessness among military veterans will be a key component of the outreach process. Veterans groups will be included as stakeholders to advance the dialogue and promote the opportunities for training.

The Center will also be a focal point for key existing, new and emerging technology in advanced manufacturing and information systems, and provide training in these industries. It is anticipated students will come from the existing workforce and be trained at the direction of their employers,

although some students may take the training on their own to improve their skills and be better positioned for advancement at their current or other employers.
The size and construction of the proposed facility will make it suitable for a wide range of opportunities. The vacant building still offers a wide variety of educational and training "spaces" that can easily be modified to meet the needs as proposed. The program will initially target four sectors:

- Basic Job Training & Education (skills incubation)
- LMI outreach with stakeholders serving that population. LMI training in the following:
  - Basic job soft skills
  - Entry-level manufacturing skills, including welding and maintenance
  - Entry-level culinary and commercial kitchen skills, cleaning, maintenance, safety
  - Basic computer skills
  - Basic customer service skills
- Advanced Manufacturing, Information Technology, Culinary Services & Construction
  - Industrial maintenance, including electronics
  - Welding
  - Machining (emphasis on Programmable Logic Controllers)
  - Advanced manufacturing technology such as 3D printing basics
  - Cooking, food preparation skills, and inventory management
  - Catering services and management
  - Advanced food safety
  - Enhanced computer skills, including graphics, networking
  - Financial management tools
  - Cloud systems
- Technology Based Incubation and Advanced Skills Development
  - Missouri targeted markets: advanced manufacturing, IT, life sciences
  - Investigate life science research associated with proposed new medical school
  - Seek opportunities with new MSSU DNA research lab, specifically food safety testing
  - Utilize services of Newman Innovation Center
  - Provide tenants access to Small Business and Technical Development Center (SBTDC) services and scheduled seminars for ongoing outreach and training to clients
  - Propose partnership with Mercy Research and Development in Springfield to encourage physicians to develop new medical devices in Joplin
  - 3D printing devices for entrepreneurs for rapid prototyping
  - Firms will be encouraged to provide on-going advanced training for employees to improve workforce skills
  - Assist entrepreneurs seeking capital to fund startup or in growth stages
  - Provide conduit to technology research and assistance utilizing existing partnership with 10 Missouri Certified Innovation Centers
  - Provide educational programs and connectivity to MSSU, Missouri Alternative and Renewable Energy Technology (MARET) Center

Crowder College, a partner in the project, aims to enhance the skills of nearly 3,000 residents over the next 5 years. The Advanced Training and Technology Center is an investment that not only has an immediate impact, but a continued economic impact throughout Joplin's future. Phase I of the

Advanced Training & Technology Center focuses on the acquisition and renovation of the proposed facility, while a future Phase II will focus on the furniture, fixtures, and equipment.

CDBG Eligibility and National Objective
This Activity is eligible under 03 Public Facilities and Improvements, and will utilize the National Objective of Low-Moderate Income, Limited Clientele.

Long-term Recovery from Specific Disaster
The intention of the project is to not only enhance the skills of the underemployed, but also to provide better employees to local employers thus promoting economic development. The program will restore local business and provide a more stable economy for the City of Joplin.

SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION PHASE 2)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$ 1,100,000
Geographic Area:	City of Joplin
Applicant Eligibility:	N/A; Public Facilities and Infrastructure Improvements
Start/End Dates:	September 2015 – December 2016
Performance Outcomes:	Design and construction of sewer and manhole structures

Basis for Allocation
As with storm sewers, the tornado and ensuing heavy equipment activity caused significant damage to the manhole and sanitary sewers across the tornado recovery area.
The City has an annual capital program that repairs and replaces sanitary sewers. The annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per DNR bypass elimination plan, and for Infiltration and Inflow (I/I) reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek WWTP. All EDR area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Staff extrapolated those rankings and percentages across the entire tornado area. Using comparable bids from a neighboring town, the cost was calculated at approximately $12 million for repairing the category 3 and above lines. Estimates and ranking scale, as well as the sewers in the tornado area, are included as a part of this work.

CDBG Eligibility and National Objective
This Activity is eligible under 03J, Water and Sewer Improvements, and will utilize the National Objectives 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 sanitary sewer service as well as reduce I/I. Having an

upgraded and modernized system extends the life of our treatment plants, as well as reduces the number of backups into citizens' households after large rain events. The City will have a well mapped system with a ranking to identify future preventative maintenance needs. This upgrade to the system will position the community in better compliance with state regulation as well.

EARLY CHILDHOOD CENTER

Program/Activity Details

Administering Entity: Joplin Schools
Budget: ~~$5,000,000 (Total Project $13,800,000)~~ $0.00
Geographic Area: Old Mercy Medical Complex Site (Tract #8)
Applicant Eligibility: N/A; Child Care Centers
Beneficiary Eligibility: Low-Moderate Income, Limited Clientele
Start/End Dates: January 2015 – January 2017
Performance Outcomes: Construction of a new, early childhood development center to serve approximately 475 – 600 children.

Basis for Allocation

For many years, Joplin's demand for high-quality child care and preschool education has exceeded the supply. The Joplin community has always struggled to successfully meet the needs of its youngest and most vulnerable children with not having enough early childhood space.
Since the 2011 disaster, this situation has become exponentially worse. It has been estimated that Joplin lost over half of its' daycare/early childhood education slots. In fact, due to the critical shortage, parents report they must seek childcare in other, neighboring communities. In order for families to continue working, they are in dire need of daycare services, and the availability of high quality daycare has reached crisis proportions.
Currently there are only 55 available facilities as of January 2013, (down from 67 in operation pre-tornado). In addition to home child care, there are two general types of facilities: commercial franchises and locally-owned day care. Joplin has only one large, commercial franchise center which can accommodate 125 children. Other facilities can host between 20-60 children, however the local centers typically have a maximum capacity of only 20 children.
The Joplin community faces many challenges that negatively impact young children's readiness for school and future success. These challenges include the percentage of children living in poverty, rates of child abuse, domestic violence, drug and alcohol use, out-of-home placements, single mothers without high school educations, and the number of families that work at low-paying, shift jobs. According to 2008 research from the U.S. Department of Labor, Bureau of Labor Statistics, in 2007, 71 percent of mothers with children under age 18, and 55 percent of mothers with children under a year old. In 2005, 89 percent of children under five and 63 percent of school-age children with employed mothers regularly attended some sort of child care arrangement (U.S. Census Bureau, 2008).
Though there have been overall improvements over the past decade in the incidence of children and families facing these barriers, a significant proportion of the Joplin area's children still remain at-risk for multiple health, developmental, cognitive and social problems. As cited in the 2011 Kids Count, "Child Well-being" rankings in Jasper and Newton Counties are among the most at-risk in the state. Although a challenge, it is imperative that the community find ways to provide safe and productive

early learning environments in order to confront the devastating effects of these conditions impacting the community.
The Joplin Schools Early Childhood Center's goal is to serve 600 children, including daycare from 6AM to 6PM for children ages 6 weeks to 5 years. The Center will also include special education services, at-risk services (Title I), and half day preschool for ages 3 years to 5 years. The Parents as Teachers Model Program for the State of Missouri will also be included in the center. Certified teachers will instruct preschool students with state approved curriculum. The daycare will be licensed by the State of Missouri. A site based health clinic will also be included to serve these students.
Child care is often the missing link in community planning and economic development. Joplin Schools see this as an important component in rebuilding the City of Joplin in a comprehensive and sustainable manner. Accessible, affordable, quality child care supports the ability of parents to participate in the workforce and balance their family needs.

CDBG Eligibility and National Objective
This Activity is eligible under 03M, Child Care Centers, and will utilize the National Objective of Low-Moderate Income Limited Clientele. Joplin Schools will collect income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

Long-term Recovery from Specific Disaster
This activity will include the construction of an Early Childhood center, health center, lending library, and a commercial playground that will be handicap accessible and age appropriate at all levels. The Center will provide a safe and secure child care environment for the families that live and work in Joplin as they rebuild their lives post tornado. The proposed location of the Center is on the site of the old Mercy Medical Center that was destroyed by the 2011 tornado.

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY Round II Cumulative Partial Action Plan Budget				
Projects	**Initial Action Plan**	**Partial Action Plan #2**	**Partial Action Plan #3**	**Total Funded to Date**
Infrastructure Activities				
Sanitary Sewer (Design & Construction)	$4,501,333.00	$3,000,000.00	~~$2,500,000.00~~ $3,600,000.00	$11,101,333.00
Mercy Public Park	$-	$4,900,000.00	$-	$4,900,000.00
Crosslines Community	$-	$-	$555,000.00	$555,000.00
Early Childhood Center	$-	$-	~~$5,000,000.00~~ $-	$0.00
Public Infrastructure Improvements	$3,362,400.00	$3,800,000.00	$1,000,000.00	$8,162,400.00
Advanced Training & Technology Center (Phase I)			$3,900,000.00	$3,900,000.00
Sub Total	**$7,863,733.00**	**$11,700,000.00**	**$9,055,000.00**	**$28,618,733.00**
Economic Development				
	$-	$-		$-
Sub Total	$-	$-		$-
Housing Activities				
	$-	$-		$-
Sub Total	$-	$-		$-
Public Service Activities				
Mental Health Needs	$331,397.00	$-		$331,397.00
Sub Total	**$331,397.00**	$-		**$331,397.00**
Program Administrative				
City of Joplin Administrative Costs	$101,951.30	$255,000.00	$249,000.00	$605,951.30
Consultant Administrative	$327,805.20	$255,000.00	$249,000.00	$831,805.20
Planning Costs	$-	$1,530,000.00	$498,000.00	$2,028,000.00
Sub Total	**$429,756.50**	**$2,040,000.00**	**$996,000.00**	**$3,465,756.50**
TOTAL BUDGETED (of $113,276,000.00)	**$8,624,886.50**	**$13,740,000.00**	**$10,051,000.00**	**$32,415,886.50**

RESOLUTION NO. 2015-010

A RESOLUTION authorizing the filing of a Second Amendment to Third Partial 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 2); 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 were thousands of households affected by 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 $113,276,000 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 the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Partial Action Plans; 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 Second Amendment to the Third Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 2) according to Attachment A with the U.S. Department of Housing and Urban Development, such that $3.9 million dollars is being used to purchase and renovate a building for the Advanced Training and Technology Center, $1.1 million is being added to the Sanitary Sewer activity and $5 million is being reallocated from the Early Childhood Center activity.

Section 2. This resolution will become effective on Friday July 24, 2015 at 12:00AM.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2015.

_____
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: July 20, 2015

Item: CDBG –DR- Round 2 Partial Action Plan 3 – Second Amendment
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan 3 – Second Amendment
2) Resolution No. 2015-010

Department Head: Troy Bolander
Public Works Department Head Nick Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Resolution No. 2015-010

DISCUSSION:

The following is a resolution that authorizes the filing of the second amendment to the Third Partial Action Plan previously approved by City Council for the Second 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 2 includes the addition of the purchase and renovation of a building for the Advanced Training & Technology Center. The amendment also increases the funding to prepare and bid the 2nd phase of the Sanitary Sewer work. Current funding will be reallocated from the Early Childhood Center activity due to the project's inability to meet the mandatory two year Action Plan timeframe. When the project is ready to commence, a new allocation will be submitted.

The Advanced Training & Technology Center aims to enhance the skills of over 1,000 LMI residents over the next 5 years with the intent of providing local businesses with better skilled employees. Within walking distance of three homeless shelters, the center could encourage some of Joplin's most at risk residents to pursue training and employment. City Council gave direction to move ahead with the project and this initial $3.9 million will be used to purchase and renovate the building for the center.

The Sanitary Sewer project will include substantial improvements to sanitary sewer service, as well as provide significant reductions in Infiltration and Inflow (I/I). Having a well mapped system will help to identify future preventative maintenance needs. In addition, this repair to our system will position us in better compliance with state regulation and will ultimately reduce citizen user costs. This Amendment will add an additional $1.1 million to the previous approximately $10 million in the project.

Therefore, the proposed amendment to Partial Action Plan 3 will move $5 million from the Early Childhood Center to the Advanced Technology & Training Center in the amount of $3.9 million and Sanitary Sewer Activities in the amount of $1.1 million. The activities are to be completed by December 2016. Notice of the amendment has been posted. Any public comments received will be shared with City Council. If approved, the amendment will be forwarded to HUD for their forty-five day review.

Infrastructure Activities	**Partial Action Plan 2**
Advanced Training & Technology Center	$3,900,000.00
Sanitary Sewer (Design & Construction)	~~$10,001,333.00~~ $11,101,333.00
Early Childhood Center	~~$5,000,000.00~~ $-
Sub Total	**$-**

RECOMMENDATION:

The staff recommends adoption of this Resolution 2015-010.

Attachment A – Fourth Amendment to CDBG-DR Round 1 Action Plan

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER

RECOVERY- ROUND I



FOURTH AMENDMENT TO THE ACTION PLAN FOR

THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development
Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

AMENDMENT #4 – July 20, 2015

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 (approximately $45 Million). A submission of this amendment has been made to the U.S. Department of Housing and Urban Development (HUD).

Joplin Homebuyer Assistance Program (J-HAP)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$12,750,000~~ $19,750,000
Geographic Area:	City of Joplin: Tornado Area
Applicant Eligibility:	LMI / UN
Start/End Dates:	July 2015 – October 2016
Performance Outcomes:	Allocation of homeownership to LMI residents throughout the destruction area.

Scope

The majority of the property in Joplin that was affected by the May 20, 2011 tornado was residential property that contained 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

This program specifically aims to provide direct homeownership assistance to approximately 400 households. As of 6/19/15 there have been 312 home closings (33% 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 300 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 13, Direct 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.

Crossroads Industrial Park (Phase I)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	$1,200,000
Geographic Area:	City of Joplin: Crossroads Industrial Park
Applicant Eligibility:	LMI / Job Creation or Retention
Start/End Dates:	August 2015 – August 2016
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.

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 17B Infrastructure Development 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.

LAND ACQUISITION/ASSEMBLAGE

Program/Activity Details

Budget:	~~$6,440,000.00~~	$0.00
Geographic Area:	City of Joplin	

How the Assessment informed 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.

Threshold factors and grant size limits
The estimated cost for lost is $15,000 which is based on market data that averages residential and commercial properties for a total of approximately 500 lots to acquire.

CDBG Eligibility and National Objective
The eligibility of this activity is under 01, Acquisition of Real Property, 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.

How will programs help long-term recovery from specific disaster
The Joplin Redevelopment Corporation (a Missouri 353 Corporation) will be used to acquire various parcels of land in the EDR. Properties acquired by the Joplin Redevelopment Corporation would then 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.

Criteria used to select applications
The City will release the means for individual home-owners to apply for this assistance at a later time. A managing organization has not been identified for this activity at this point and proper procurement procedures will be followed in the selection of a management organization.

SPARK – PERFORMING AND VISUAL ARTS CENTER

Program/Activity Details

Budget:	~~$5,390,000.00~~	$3,630,000.00
Geographic Area:	City of Joplin	

How the Assessment informed 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 03, Other Public Facilities/Improvements, 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.

Criteria used to select applications
Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

Round I Cumulative Partial Action Plan Budget

Projects	Initial Action Plan #1	Amendment #1	Amendment #2	Amendment #3	Amendment #4	Total Funded to Date
Infrastructure Activities						
Sidewalk Reconstruction/ Construction	$2,500,000.00	$-	$-	$-	$-	$2,500,000.00
Trail Construction	$2,000,000.00	$-	$-	$-	$-	$2,000,000.00
Tree Planting	$2,000,000.00	$-	$-	$-	$-	$2,000,000.00
Storm-water Improvements	$-	$-	$-	$1,000,000.00	$-	$1,000,000.00
Crossroads Industrial Park (Phase I)					$1,200,000.00	$1,200,000.00
Sub Total	**$6,500,000.00**	**$-**	**$-**	**$1,000,000.00**	**$1,200,000.00**	**$8,700,000.00**
Economic Development						
SPARK - Performing Arts/Depot Renovation	$5,390,000.00	$-	$-	$-	~~$5,390,000.00~~ $3,630,000.00	$3,630,000.00
Sub Total	**$5,390,000.00**	**$-**	**$-**	**$-**	**($1,760,000.00)**	**$3,630,000.00**
Housing Activities						
Single Family Homeownership Direct Assistance	$12,750,000.00	$-	$-	$-	~~$12,750,000.00~~ $19,750,000.00	$19,750,000.00
Mixed-Income Multi-Family Residential	$9,000,000.00	$-	$-	~~$9,000,000.00~~ $4,500,000.00	$-	$4,500,000.00
Single Family Rehabilitation	$1,500,000.00	$-	$-	$-	$-	$1,500,000.00
Land Acquisition/ Assemblage	$8,000,000.00	~~$8,000,000.00~~ $7,940,000.00	~~$7,940,000.00~~ $7,440,000.00	~~$7,440,000.00~~ $6,440,000.00	~~$6,440,000.00~~ $-	
FEMA THU Relocation	$-	$60,000.00	$-	$-	$-	$60,000.00
Joplin Housing Authority Tenant Based Rental Assistance	$-	$-	$290,000.00	$-	$-	$290,000.00
Joplin Housing Authority Site Improvements Repair	$-	$-	$210,000.00	$-	$-	$210,000.00
Joplin Affordable Senior Housing	$-	$-	$-	$4,500,000.00	$-	$4,500,000.00
Sub Total	**$31,250,000.00**	**$-**	**$-**	**($1,000,000.00)**	**$560,000.00**	**$30,810,000.00**
Public Service Activities						
	$-	$-	$-	$-	$-	
Sub Total	$-	$-	$-	$-	$-	
Program Administration Activities						
City of Joplin Administrative Costs	$452,667.09	$-	$-	$-	$-	$452,667.09
Consultant Administrative Costs	$1,674,041.91	$-	$-	$-	$-	$1,674,041.91
Planning Costs	$-	$-	$-	$-	$-	
Sub Total	**$2,126,709.00**	$-	$-	$-	$-	**$2,126,709.00**
Total Budgeted (of $45,266,709.00)	**$45,266,709.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$45,266,709.00**

RESOLUTION NO. 2015-011

A RESOLUTION authorizing the filing of a Fourth Amendment to 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 were thousands of households affected by 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 the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Partial Action Plans; 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 Fourth Amendment to the Initial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 1) according to Attachment A with the U.S. Department of Housing and Urban Development, such that $1.2 million is used to create Crossroads Industrial Park Phase 1, $7 million is added to the Single Family Homeownership Direct Assistance (J-HAP), $1.76 million is taken from the SPARK Performing Arts/Depot Renovation and $6.44 million is taken from Land Acquisition/Assemblage.

Section 2. This resolution will become effective on Friday July 24, 2015 at 12:00 AM.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2015.

_____

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: July 20, 2015

Item: CDBG –DR- Round 1 – Fourth Amendment
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 1 – Fourth Amendment
2) Resolution No. 2015-011

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

Recommended Action: Approval of Resolution No. 2015-011

DISCUSSION:

The following is a resolution that authorizes the filing of a fourth amendment to the Action Plan previously approved by City Council 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 4 includes an activity to start Phase I of the Crossroads Industrial Park and to add funds to the Joplin Homeownership Assistance Program (JHAP).

The JHAP program aims to provide direct homeownership assistance to approximately 220 additional households. The intent of the program is to repopulate the disaster area by relocating LMI residents within the zone. City Council formally voted to increase the funding of this project by $7 million as part of the Capital Plan on July 6, 2015. The JHAP program was originally funded in the Initial Action Plan at $12.75 million.

The Crossroads Industrial Park Phase I project will provide improved access to local businesses located within the Crossroads Industrial Park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The additional business will also provide employment opportunities to LMI residents in the area. The value of this project is $1.2 million.

Therefore, the proposed amendment to the Initial Action Plan will move $1.2 million from the SPARK project to the Crossroads Industrial Park Phase I. It will also move $6.44 million from Land Acquisition/Assemblage and $560,000 from SPARK to the JHAP program. Notice of the amendment has been posted. Any public comments received will be shared with City. If approved, the amendment will be forwarded to HUD for their forty-five day review.

Infrastructure Activities	**Partial Action Plan 2**
Crossroads Industrial Park (Phase I)	$1,200,000.00
Single Family Homeownership Direct Assistance	~~$12,750,000.00~~ $19,750,000.00
SPARK – Performing Arts/Depot Renovation	~~$5,390,000.00~~ $3,630,000.00
Land Acquisition/ Assemblage	~~$6,440,000.00~~ $-
Sub Total	**$-**

RECOMMENDATION:

The staff recommends adoption of this Resolution.

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: July 20, 2015
ITEM: Council Bill No. 2015-006 approving a Purchase Order between the City of Joplin and Microsoft Corporation for the annual fee of Enterprise software licensing budgeted for Fiscal Year 2015.

ORIGINATING DEPARTMENT: Information Technology Dept.
ATTACHMENTS: Council Bill No. 2015-006; Price Quotation.

DEPARTMENT HEAD:	Mark A. Morris
FINANCE:	Leslie Haase
LEGAL:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This is the annual renewal payment of our Microsoft Enterprise Agreement. This Council Bill authorizes the purchase order as it exceeds the $100,000 threshold set by Council.

DISCUSSION:

The licensed base of computers for the City of Joplin is 450 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access license (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed.

This is the 2nd year of a 3 year agreement with an annual base cost of $111,917.56.

This is a budgeted item for Fiscal Year 2015.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an emergency basis. A large percentage of the software licenses would full under Public Safety and would be out of compliance at the renewal date of 08/01/2015

MAM
Attachments

COUNCIL BILL NO. 2015-006 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing an emergency clause.

WHEREAS, in the FY2014-2015 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Microsoft Corporation for the amount of One Hundred Eleven Thousand, Nine Hundred Seventeen Dollars, Fifty-Six Cents ($111,917.56), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, 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: July 20, 2015
Council Bill No. 2015-140

Item: Contract with Lester Southard Construction for the Utility Cut Pavement Restoration Project

Originating Department: Public Works – Engineering

Attachments: 1) Rate Schedule
2) Council Bill 2015-140

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel L Anselm

Recommended Action: Approval of a contract for the Utility Cut Pavement Restoration Project with Lester Southard Construction.

Background: Utility companies and construction contractors periodically cut the city streets, sidewalks, and curb and gutter in order to make utility and sewer connections for new homes and businesses. Utility companies also find it necessary to make cuts so they can make repairs to existing services. In order to insure repairs are to city specifications the city hires a contractor to make the repairs. Cuts will be various sizes from as small as 2 ft by 2 ft to the width of a city street. In 2013 approximately 684 cuts were reported, in 2014 approximately 533 cuts were reported and in 2015 from November 1 until June 30 approximately 656 cuts have been reported. Cost of the repairs will be billed back to the utility companies and contractors.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website with 4 firms picking up bids for this project and 1 firm bidding.

Recommendation: Staff recommends approval of a contract with Lester Southard Construction for the Utility Cut Pavement Restoration Project be approved on an emergency basis per Section 2-12 (6) of the Joplin City Charter.

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

COUNCIL BILL NO. 2015-140 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a contract with Lester Southard Construction for the Utility Cut Pavement Restoration Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into a contract with Lester Southard Construction for the Utility Cut Pavement Restoration Project.

Section 2. That the Public Works Director 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 meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Section 4. Project will be paid from the Transportation Sales Tax Fund account number 140-4520-530-4110.

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

_____, 2015, by a _____ vote.

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Utility Cuts Rates 2015

1	Full Depth Concrete Pavement Restoration	SYD	1	$83.69
2	Concrete Pavement Restoration with 2" HMA	SYD	1	$140.47
3	Full Depth Concrete Pavement Restoration with Black Dye	SYD	1	$110.00
4	Utility Valve Adjustments	EA	1	$95.00
5	Gravel Pavement 6" minimum	SYD	1	$5.75
6	Standard Curb	LFT	1	$25.32
7	Nonstandard Curb	LFT	1	$13.30
8	4" Sidewalk, Residential	SYD	1	$67.35
9	6" Sidewalk, Commercial	SYD	1	$67.35
10	Steps	CYD	1	$632.00
11	ADA Curb Ramps	SYD	1	$169.00
12	4" Clean Black Topsoil	SYD	1	$7.79
13	Mulched Seeding	SYD	1	$7.79
14	Cold Mix min 4"	SYD	1	$45.00
15	Additional Excavation and fill	CYD	1	$234.00
16	MUTCD 28" Retro-reflective Cone	EA	1	$1.00
17	Snow Fence	EA	1	$21.00
18	Steel Plates Various Size 1"	EA	1	$25.00
19	Manhole Adjustments	EA	1	$100.00
20	Type 3 barricade	EA	1	$6.00
21	36" Retro-reflective Barrel	EA	1	$6.00
22	Arrow Board	EA	1	$120.00
23	36" Diamond Warning and Guide Signs	EA	1	$6.00
24	48" Diamond Warning & Guide Signers	EA	1	$8.00
25	Detour Signs	EA	1	$6.00

tCity of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 20, 2015
Council Bill No. 2015-141

Item: Contract with Southwest Missouri Traffic Management for the Traffic Control Project

Originating Department: Public Works – Engineering

Attachments: 1) Rate Schedule
2) Council Bill 2015-141

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel L Anselm

Recommended Action: Approval of a contract for the Traffic Control Project with Southwest Missouri Traffic Management.

Background: Utility companies and construction contractors periodically cut the city streets, sidewalks, and curb and gutter in order to make utility and sewer connections for new homes and businesses. Utility companies also find it necessary to make cuts so they can make repairs to existing services. In order for the pavement repair contract to work in arterial and collector streets it is necessary to use MUTCD compliant traffic control. This type of traffic control requires signage and safety equipment that is not normally used in residential areas and the pavement repair contractor does not have. The price of these repairs are billed back to the utility companies and contractors. This contract will allow the city to use the contractor for emergency or large traffic control issues at the rates that was bid under this project.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website with 1 firm picking up bids for this project and 1 firm bidding.

Recommendation: Staff recommends approval of a contract with Southwest Missouri Traffic Management for the Traffic Control Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

TRAFFIC CONTROL SERVICES 2015

	Item	Unit	Unit Price
1	Type 3 barricade, rent per day	EA	$12.50
2	28" Retro reflective Cone, rent per day	EA	$5.00
3	36" Retro reflective Barrel, rent per day	EA	$18.00
4	36" Diamond Warning and Guide Signs, rent per day	EA	$18.00
5	48" Diamond Warning and Guide Signs, rent per day	EA	$20.00
6	Detour Signs, rent per day	EA	$14.00
7	Surcharge for permanent mount for items 4 thru 6	EA over 30 days	
8	Arrow Board, rent per day	Calendar Day	$149.00
9	Flagger w/ equipment includes 24/7	Hour	$40.00
10	Message Board, Standard Use	Calendar Day	$110.00
11	Steel Plates various sizes min 1 inch	EA	$35.00
12	Snow fence	LF	$12.00

COUNCIL BILL NO. 2015- 141 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a contract with Southwest Missouri Traffic Management for the Traffic Control Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into a contract Southwest Missouri Traffic Management for the Traffic Control Project.

Section 2. That the Public Works Director 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 meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Section 4: Project will be paid from the Transportation Sales Tax Fund account number 140-4520-530-4110.

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

_____, 2015, by a _____ vote.

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Project Locations

E 11TH ST

E 12TH ST

E MARKWARDT ST

E 14TH ST

E 15TH ST

FLORIDA AVE

MISSISSIPPI AVE

TEXAS AVE

HIGHVIEW AVE

FROST AVE

RANGE LINE RD

S CAMPBELL PKWY

N

1" = 100'

COUNCIL BILL NO. 2015-142 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a change order with Sprouls Construction Company Inc.in the amount of One Hundred Eight Thousand Six Hundred Forty Two and no/100 ($108,642.00) for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project and containing an emergency clause.

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

Section 1. Approval of a change order to Sprouls Construction Company Inc.in the amount of One Hundred Eight Thousand Six Hundred Forty Two and no/100 ($108,642.00) for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project.

Section 2. Upon the final approval and acceptance of the contractor's work said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractor shall be paid the sum due there under from the Infrastructure Fund.

Section 3. That the Director of Public Works is hereby authorized and directed to enter into a contract and on behalf of the City of Joplin, Missouri with Sprouls Construction Co. Inc.

Section 3. The ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this day of , 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Infrastructure Fund No 305-4550-530-8665 Project GSTA05 to pay the amount called for in the said Agreement.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 20, 2015
Council Bill No. 2015-142

Item: Change Order # 8 to Construction Contract with Sprouls Construction for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview – Recovery Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Change Order No. 8
2) Map
3) Council Bill No. 2015-142

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Change Order No. 8 in the amount of $108,642.00 to the Construction Contract with Sprouls Construction for Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview – Recovery Zone Project.

Background: In February 17 Council Bill No. 2015-113 was approved which amended the construction contract amount with Sprouls Construction to the amount of $1,491,563.00 for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview area. The project is part of a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of 2014. During construction in the 1400 block of Highview Avenue and the milling of asphalt in the 1200 and 1300 blocks a drainage/spring problem was found. After reviewing the options City the project manager directed the City's consultant to design a storm sewer extension that will reduce the surface runoff and also capture the subsurface runoff under the street.

Discussion: The City's consultant prepared plans for a storm sewer system and prepared a list of quantities for the contractor to use for preparing a cost proposal. Sprouls Construction provided

a cost proposal to the City's consultant and during the week of July 6 City staff reviewed the cost proposal and found it to be within industry standards. After review and with the design consultant's recommendation City staff has prepared Change Order number 8 in the amount of $108,642.00 for Council approval. Including this change order the new construction amount will be $1,658,675.00

Recommendation: Staff recommends approval of Change Order No. 8 in the amount of $108,642.00 to the Construction Contract with Sprouls Construction for Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview in the Tornado Recovery Area 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: CJW Transportation Consultants, LLC Address: 5051 S. National Avenue, Ste. 4-110 Springfield, MO 65810	
Attention:		Attention: C. Jay Wynn, P.E., PTOE	
Department:		Phone: 417-889-3400	Fax: 417-889-3402
Phone:	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

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

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

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

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

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

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

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual

relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

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

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

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

18. **Ownership of Documents**. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

20. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

REVIEWED FOR APPROVAL

Taylor Cunningham, Planner

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer:

CJW TRANSPORTATION CONSULTANTS, LLC

By: C. Jay Wynn

Printed Name: C. Jay Wynn, P.E., PTOE

Title: President/Owner

Date: 6-16-15

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

COUNCIL BILL NO. 2015-360 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with CJW Transportation Consultants for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Long Range Transportation Plan; authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and CJW Transportation Consultants dealing generally with the update of the Joplin Area Transportation Organization's Long Range Transportation Plan amount not to exceed One Hundred Five Thousand, Five Hundred Fifteen Dollars ($105,515.00), attached hereto as Exhibit A.

Section 2. That the City Manager 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 the Long Range Transportation Plan Update. It is important that these events take place so that the data collection, travel modeling, and planning can begin so that the Long Range Transportation Plan can be completed under the requirements of MoDOT and ONEDOT.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____day of_____, 2015, by a vote of_____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A.1 – SCOPE OF SERVICES

The following identifies a specific scope of professional services to be performed by CJW Transportation Consultants, LLC (the Consultant) and its subcontractors in accordance with the standard practice of the Joplin Area Transportation Study Organization (JATSO) for the completion of the Long-Range Transportation Plan Update.

Task 1 – Project Management

Task 1.1 – Kick-Off Meeting

A kick-off meeting will be held shortly after the Consultant receives Notice to Proceed. The meeting will be held with members of the JATSO project advisory team and will be used to discuss project assumptions, define project guidelines, identify project stakeholders, and review the Draft Project Management Plan and Draft Public Participation Plan.

Task 1.2 – Project Advisory Team Meetings

The Consultant will attend meetings with the JATSO project advisory team up to three (3) times throughout the study process. The Consultant will provide an update of study progress and will seek approval of work product completed prior to the meeting. As necessary, the Consultant may arrange for web based conference calls to allow the team to present verbally and visually the in-progress findings, maps, and supporting graphics thereby enhancing the overall efficiency of the meetings.

Task 1.3 – Project Oversight

This task includes activities required to manage the study including staff, equipment, material resources and documentation.

Task 2 – Data Collection and Review

The Consultant will obtain available data from a variety of public sources including citizens, JATSO, local and state officials, city councils, a regional planning commission and a citizen transportation task force.

Task 2.1 – Document Review

The consultant will review and use information in documents developed over the past five years (or the most recent applicable update) including, but not limited to:

- The current JATSO Long Range Transportation Plan

- South Joplin Area Transportation Study
- City of Joplin Comprehensive Plan
- City of Webb City Comprehensive Plan
- City of Carl Junction Comprehensive Plan
- City of Carterville Comprehensive Plan
- Village of Leawood Comprehensive Plan
- Village of Airport Drive Comprehensive Plan
- Village of Saginaw Comprehensive Plan
- Joplin Metropolitan Area Origin-Destination Study
- West Corridor Purpose and Need Study
- I-44 Purpose and Need Study
- Joplin Airport Master Plan
- Joplin Metropolitan Area Bicycle-Pedestrian Study
- Joplin Area Transportation Study Organization Transportation Improvement Program
- Public Transit-Human Services Transportation Coordination Plan
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin CIST
- Harry S Truman Coordinating Council Transportation Plan
- 4-States Clean Air Action Plan
- JATSO Unified Planning Work Program

Task 2.2 – Base Mapping

JATSO will provide to the Consultant available base maps in electronic format including aerial photography, floodplains, floodway, all known environmental features, and any additional relevant GIS data readily available.

Task 2.3 – Travel Demand Model

JATSO will provide all of the existing TransCAD Travel Demand Model files to the Consultant for use in the project. Files to be provided by JATSO include all base model files, all script files, all scenario files, all lookup tables, and all documentation related to model setup, calibration, and performance. It is recognized that certain land use and network changes have occurred since the last model update; however, apart from updates to be performed as part of this scope, the accuracy and reliability of the existing model will be the responsibility of JATSO and not that of the Consultant, insomuch as the model will be reasonable and justifiable.

Task 2.4 – Traffic Data

JATSO will provide to the Consultant available traffic data including intersection turning movement counts (AM and PM peak hour) and 24-hour link volume counts (in 15-minute increments). The Consultant will collect additional traffic

volume data as necessary for use in validating existing conditions in the updated travel demand model. Traffic volume and origin-destination data will be obtained from a third party vendor (AirSage) through processed wireless signaling data.

Task 2.5 – Transit Information

JATSO will provide to the Consultant available data concerning existing MAPS and Sunshine Lamp Trolley transit services. This information will include route locations and service levels, available ridership data, and financial information.

Task 2.6 – Pedestrian Facilities

The Consultant will obtain from JATSO maps showing the location of existing and proposed on-street and off-street bicycle/trail facilities. The information will also include, as available the identification of existing and/or proposed pedestrian friendly amenities provided at or along these bicycle/trail facilities. These may include bicycle racks, lockers, benches, trash receptacles, lighting, wayfinding signage, and on-street lane demarcations.

Task 2.7 – Relevant Reports

JATSO will make available to the Consultant any reports involving new or proposed developments, capital improvements, or other issues within the metropolitan area that could affect potential roadway, transit, bicycle, pedestrian, air, or freight facility improvements.

Task 3 – Public Participation

This task involves the development and implementation of the public participation program. It includes activities necessary to effectively disseminate and obtain information regarding transportation issues, developing alternatives, and the evaluation process.

Task 3.1 – Online Project Information

The Consultant will assist JATSO in developing and maintaining project information on the existing JATSO website containing regular project updates and downloadable documents for review, and input/comment opportunities for JATSO representatives and project stakeholders. Among the data to be posted on the website may include but need not be limited to:

- Goals and objectives of the project
- Schedule of anticipated tasks, meetings, and milestones throughout the process
- Notifications/flyers of project advertisements and meeting dates

- Draft findings, analyses, recommendations, and supporting maps and graphic
- Summary memorandums of stakeholder input collected during project meetings and public events
- Draft summary report and documentation

Task 3.2 – Stakeholder Meetings

The Consultant will conduct interviews with project stakeholders to solicit input on transportation related issues, opportunities, and desires as they relate to their specific constituents. A separate meeting is anticipated to be held with each project stakeholder group including:

- Municipal leaders, staff, and representatives (one-group)
- Freight Haulers (one group meeting)
- Transit Providers/Bicycle Interest Groups (one group meeting)
- Emergency Responders/Human Service Agencies (one group meeting)
- Schools/Universities (one group meeting)
- Retail Centers/TIF Districts, etc. (one group meeting)

Participants will be invited to participate in an approximately 90 minute meeting to present and exchange information regarding transportation issues, opportunities, desires, and potential projects. The meetings will be conducted at JATSO's offices and will be held over the course of two (2) days.

The input collected during the meetings will be used as the foundation for preparation of the transportation plan recommendations to be developed later during the planning process.

Task 3.3 – Public Meeting

The Consultant will conduct one informational meeting that will be open to the general public. The meeting will be an informal "open house" forum. During the meeting the Consultant team will provide information related to the project goals and objectives and provide ample time for participants to meet with the study team, view exhibits, receive materials, inquire about the process and anticipated outcomes, and provide written and verbal input. It is anticipated the open house will be held concurrent with the two day stakeholder meetings.

JATSO will provide meeting space and, with the Consultant's assistance, be responsible for mailings, public notices, dissemination through social media, and other means of letting the public know the time and location of the meeting. Notices will also be sent directly to Neighborhood Associations. The Consultant will prepare background information to be used in preparing meeting notices.

Task 3.4 – JATSO Meeting Presentation

An official meeting of the Joplin Area Transportation Study Organization will be held following the two day stakeholder meetings and public open house. The Consultant will provide a presentation which highlights the study process, goals and objectives, updated status, overview of the input collected during the stakeholder meetings and open house, and encourages additional public input.

In conjunction with the Kick-Off Meeting, the team will coordinate with JATSO to define the dates for the meetings discussed above as well as necessary logistics to make the meetings successful.

Task 4 – Travel Demand Modeling

The Consultant will utilize the model provided by JATSO, as described in Task 2.3, in order to perform the analysis discussed in Task 5.

Task 4.1 – Base Model Update

The Consultant will update the travel demand model to reflect land use changes and network updates that have occurred since the last model update. Calibration of the existing conditions model will be performed utilizing available traffic data to be obtained as part of Task 2. The Consultant will also create a year 2035 model to forecast future year conditions to be utilized as part of project analysis.

Task 4.2 – JATSO Staff Training and Modeling Assistance

The Consultant will setup and conduct a two (2) day workshop to demonstrate the model setup and application to JATSO staff. The intent of this workshop would be to train the JATSO staff in TransCAD software and JATSO model applications. Additionally, the Consultant will attend up to 8 hours of web conference meetings with JATSO staff to further provide ongoing support and assistance.

Task 4.3 – Alternative Network Analysis

The Consultant will update the travel demand model network for the future year 2035 conditions as necessary to evaluate individual projects and groups of projects. Up to ten (10) individual projects will be evaluated along with up to five (5) groups of projects. The evaluation criteria will include appropriate measures

of effectiveness. The consultant will produce a map illustrating the impacts of each analysis alternative.

Task 5 – Traffic Analysis

This task includes developing traffic projections for each of the alternatives under study as well as conducting the traffic engineering analysis.

Task 5.1 – Existing Traffic Analysis

The existing transportation system will be analyzed using current turning movement data, 24-hour counts, lane configuration and traffic control device information provided by JATSO. The Consultant will analyze up to fifteen (15) intersections depending upon the availability of existing peak hour turning movement counts. Included in this Task will be an analysis indicating deficiencies in the existing transportation system. For intersection analysis the AM and PM peak hours will be investigated.

Analysis will also include evaluation of roadway segments based on representative daily capacities for typical arterial and collector streets and average daily traffic (ADT) volumes where available.

Any traffic counts collected by the Consultant which are deemed necessary, as agreed upon between JATSO and the Consultant, for the completion of existing analysis shall be considered additional services and are not a part of this Scope of Services.

Task 5.2 – Future Conditions

Using future year 2035 traffic projections and Highway Performance Measurement System (HPMS) methodology, a future level of service will be determine for up to fifteen (15) key intersections. Those intersections with a projected level of service of D or worse will receive further analysis based upon Highway Capacity Manual (HCM) methodology. This analysis will be done to identify deficiencies and areas where excess capacity may be available.

Roadway segment analysis will be based upon future year 2035 projections using existing roadway capacities and anticipated capacities expanded through identified planned roadway improvements.

Any traffic counts collected by the Consultant which are deemed necessary, as agreed upon between JATSO and the Consultant, for greater accuracy in projecting future turning movements shall be considered additional services and are not a part of this Scope of Services.

Task 5.3 – Project Evaluations

Each project identified as a possible alternative will be evaluated and a separate project data sheet will be prepared. The data sheet will include cost estimates, level of service, VMT and VHT related data.

Task 6 – Transit Analysis

A transit analysis will be conducted to help the Metro Area Paratransit System (MAPS) and the Sunshine Lamp Trolley system to remain major contributors to a balanced transportation system in the Joplin metropolitan area.

Task 6.1 – Review and Incorporate Existing Transit System

A review of information provided by MAPS and Sunshine Lamp Trolley system including the route structure (trolley), major destinations, ridership levels and financial performance will be conducted. The review will include the performance of individual routes for the trolley system, identification of most prevalent areas of origin and destinations for the paratransit system, and an evaluation of fleet vehicles. Such information will be incorporated into the Long Range Plan. Also included will be documentation of transit security procedures, goals, and plans.

Task 6.2 – Incorporate Planned System Changes and Enhancements

Recommendations for system changes and enhancements will be made based on those included in existing transit planning documents and through public and transit stakeholder input.

Task 6.3 – Incorporate Future Budgets and Financial Forecasts

In order to establish financially constrained recommendations for transit improvements, the Consultant will incorporate estimated future budgets and revenue forecasts, provided by the transit agencies, so that the viability of planned enhancements can be shown in the Long Range Plan.

Task 7 – Incorporation of Bicycle – Pedestrian Transportation Plan

This task includes gathering relevant information and documentation of existing bicycle/pedestrian facilities within the metropolitan area as well as incorporating recommendations for future enhancements as included in the Bicycle – Pedestrian Transportation Plan.

Documented information may include:

- Destination points that a bicycle network should serve such as major activity centers, high density residential centers, commercial districts, and employment centers.
- Current condition of existing system elements.
- Opportunities for expanded trail corridors, bike lanes, and shared use facilities, and hybrid facilities.
- Suitability for future bicycle use as a function of street section, traffic volume and context.

Documentation will also include projected financial forecasts to illustrate the viability in funding recommended improvements.

Task 8 – Crash Analysis

The Long Range Transportation Plan Update will include analysis of crash history within the metropolitan area.

Task 8.1 – Incorporation of Existing Crash Analyses

Crash analysis and recommended counter measures will be included from any other available crash/safety analysis studies within the metropolitan area.

Task 8.2 – Identification of High Accident Locations

Information from previous studies and available crash and traffic volume data will be utilized to identify high accident locations based on intersection and segment rates.

Task 8.3 – Recommend Safety Enhancements

Recommendations included in existing studies will be included in the Plan Update. High accident locations not included in existing studies will be identified for recommendation of future detailed crash analysis. Furthermore, high accident locations will be given greater preference when compared with other locations identified in Task 5 with equal capacity deficiencies so that project selection criteria reflects safety priorities for motorized and non-motorized users.

Task 9 – Freight Assessment

The movement of goods and freight through and within the Joplin Metropolitan Area is an important part of the local economy. This task will identify the major truck and rail freight hubs, assess the basic truck routing in the region and consider opportunities to improve the movement of goods and facilitate economic development.

Task 9.1 – Identify Freight Corridors

Existing corridors of interstate, intrastate and regional significance will be identified along with hubs of freight within the region. Recommendations to modify existing truck routes will be made based on connections to other metropolitan areas, industrial and commercial land uses and existing trucking facilities within the region.

Task 10 – Incorporation of Joplin Airport Master Plan

This task will gather relevant information from the Joplin Airport stakeholders and included in the Joplin Airport Master Plan and incorporate recommendations for future improvements related to air passenger and freight as well as ground transportation to and from the airport and associated adjacent land uses.

Task 11 – Environmental Mitigation Activities

The Long Range Plan will include mapping documentation provided by JATSO of existing environmental impact areas for use in determining the potential of such impacts by planned transportation improvements. Discussion of environmental mitigation goals and strategies developed by JATSO will also be documented.

Task 12 – Alternative Development and Evaluation

The alternative evaluation process will be used to examine the transportation system and determine the most cost effective method to accommodate future traffic demand.

Task 12.1 – Goals and Objectives/Evaluation Criteria

The Consultant working with the public, JATSO staff, and regional transportation stakeholders, will develop goals and objectives for the Long Range Transportation Plan Update. The goals and objectives will be similar to those identified in the previous plan with updated information as necessary.

Evaluation criteria will be used to evaluate the various alternatives. The criteria will be identified by the JATSO project advisory team as well as other committees and general public. The criteria will be clearly defined and measurable. Typical criteria includes projected changes in VMT/VHT, construction costs, right-of-way impacts, safety measurements, area of floodplain or impacts to environmental features.

Task 12.2 – Develop Alternatives

Alternatives will be developed which identifies projects that could reasonably be constructed to address future transportation deficiencies.

Task 12.3 – Evaluate Alternatives

The Consultant, working with the JATSO advisory team, will evaluate each alternative and group of alternatives to eliminate those that are too costly, have too great an environmental impact, or have minimal benefit cost ratios. Up to fifteen (15) new projects and/or transit service alternatives will be examined.

Task 12.4 – Develop/Document Performance Measures

The Consultant, working with the JATSO advisory team, will establish and incorporate performance targets to be consistent with those established or in the process of being established by MoDOT and other MPOs throughout the state. The Long Range Transportation Plan will include a description of the performance measures and performance targets used in assessing the performance of the transportation system.

Task 13 – Conceptual Design and Cost Estimates

A transportation plan does not require detailed construction documents or precise identification of right-of-way impacts to each proposed improvement. Sufficient effort, however, is needed to develop accurate order of magnitude cost estimates to be used for the financial determination of feasibility.

Task 13.1 – Project Concept Plans

The consultant will develop a project concept plan for each proposed improvement. These plans will generally be at a scale of 1" = 200' and will include proposed back of curb locations, median type, sidewalk locations, right-of-way requirements, property lines, and proposed traffic control devices. These concept plans will generally be drawn on aerial photography in plan view only.

Task 13.2 – Order of Magnitude Cost Estimates

Order of magnitude cost estimates will be used for each project. These cost estimates will be determined using general criteria for area of pavement, area of bridge deck, volume of embankment, number and type of traffic controls, etc. The unit costs for each component will be approved by the JATSO project advisory team prior to using the information for cost estimating purposes.

Task 14 – Financial Forecast and Project Funding

Available resources will be used to fund programs and projects that support mobility, access, safety, and economic development in and around the Joplin metropolitan area. The Transportation Improvement Program (TIP) will support the maintenance, preservation, and rehabilitation of existing streets and highways and the reconstruction and/or improvement of street and highway segments.

Task 14.1 – Identify Available Funding

The Consultant will obtain from JATSO information regarding funding programs that have been used in the past by agencies within the Metropolitan Planning Organization to fund transportation improvements. These funding sources will be used as a base to compare future funding levels. The Consultant, working with the Missouri Department of Transportation, Missouri Department of Economic Development, the Federal Highway Administration, and the Federal Transit Administration will identify sources of potential transportation funding to be used in the planning process.

Task 14.2 – Prioritize Projects

Working with the JATSO project advisory team, the Consultant will prioritize the projects identified in the alternative development process based upon benefit/cost analysis, economic development opportunities, safety, coordination with other improvement programs, and public input. Funding for the projects will be designated in four (4) phases:

- Study Phase (optional)
- Design Phase
- Right-of-Way Acquisition Phase
- Construction Phase

Refining the projects into these phases will allow the agency having jurisdiction over the project the ability to better schedule improvements and plan for the necessary funding levels.

Task 15 – Reports and Documentation

A project of this magnitude will require rigorous documentation of meetings, telephone conversations and correspondence between the study team, public and various agencies. Documentation of each work item will take place as part of each task. The following Tasks address only the preparation of the draft and final report.

Task 15.1 – Draft Report

Twelve (12) copies of the Draft Transportation Plan Update will be prepared and submitted to JATSO and participating agencies for review and comment. The Consultant will also provide an unbound original set and a link to the electronic file and/or CD containing the report in an electronic format.

Task 15.2 – Final and Executive Summary Reports

Comments received from JATSO and other participating agencies regarding the Draft Report will be incorporated into the Final Report. Twelve (12) copies of the Final Report and twenty-five (25) copies of the Executive Summary Report will be submitted. The Consultant will also provide an unbound original set and CD containing the reports in an electronic format.

EXHIBIT A.2

Subject:	Engineering Fee Estimate JATSO Long Range Transportation Plan Update Joplin, Missouri		
By:	TBD	Date: 06/16/15	Sheet:
CJW #150052			1 of 2

CJW

	Principal	Senior Engineer	Senior Designer	Engineer Intern	Engineering Technician	Office Clerical	Senior Engineer IV	Staff Engineer III			Principal Engineer III			Hours Total	Fee Total
Hourly rate =	$152.00	$135.00	$75.00	$55.00	$55.00	$35.00	$150.00	$95.00			$165.00				
Task 1 – Project Management															
Task 1.1 – Kick-Off Meeting		6					4				4			14	$2,070
Task 1.2 – Project Advisory Team Meetings		8					6				6			20	$2,970
Task 1.3 – Project Oversight	4													4	$608
Subtotal	4	14		0	0	0	10	0	0	0	10	0	0	38	$5,648
Task 2 – Data Collection and Review															
Task 2.1 – Document Review		8		8										16	$1,600
Task 2.2 – Base Mapping				4	4									8	$480
Task 2.3 – Travel Demand Model							8	16						24	$2,720
Task 2.4 – Traffic Data		4		8			4	8						24	$2,420
Task 2.5 – Transit Information		2		2										4	$400
Task 2.6 – Pedestrian Facilities											2			2	$330
Task 2.7 – Relevant Reports		2												2	$270
Subtotal	0	16		22	4	0	12	24	0	0	2	0	0	80	$8,220
Task 3 – Public Participation															
Task 3.1 – Online Project Information		2		4		2								8	$580
Task 3.2 – Stakeholder Meetings		20		16							4			40	$4,400
Task 3.3 – Public Meeting		8		8	8						6			30	$3,030
Task 3.4 – JATSO Meeting Presentation		8		8	4						4			24	$2,480
Subtotal	0	38		36	12	2	0	0	0	0	14	0	0	102	$10,490
Task 4 – Travel Demand Model Update															
Task 4.1 – Base Model Update							24	60						84	$9,300
Task 4.2 – JATSO Staff Training and Modeling Assistance							32							32	$4,800
Task 4.3 – Alternative Network Analysis		4					12	32						48	$5,360
Subtotal	0	4		0			68	92	0	0	0	0	0	164	$19,460
Task 5 – Traffic Analysis															
Task 5.1 – Existing Traffic Analysis		4		16										20	$1,580
Task 5.2 – Future Conditions		4		16										20	$1,580
Task 5.3 – Project Evaluations		8		24										32	$2,640
Subtotal	0	16		56	0	0	0	0	0	0	0	0	0	72	$5,800
Task 6 – Transit Plan															
Task 6.1 – Review and Incorporate Existing Transit System		2		4										6	$530
Task 6.2 – Incorporate Planned System Changes and Enhancements		2		2										4	$400
Task 6.3 – Incorporate Future Budgets and Financial		2												2	$270
Subtotal	0	6		6	0	0	0	0	0	0	0	0	0	12	$1,200
Task 7 – Incorporation of Bicycle - Pedestrian Plan															
Task 7 – Incorporation of Bicycle - Pedestrian Plan		1		2	2						8			13	$1,695
Subtotal	0	1		2	2	0	0	0	0	0	8	0	0	13	$1,695
Task 8 – Safety Analysis															
Task 8.1 – Incorporation of Existing Crash Analyses				4										4	$260
Task 8.2 – Identification of High Accident Locations				4										4	$260
Task 8.3 – Recommend Safety Enhancements		4		4										8	$800
Subtotal	0	4		12	0	0	0	0	0	0	0	0	0	16	$1,320
Task 9 – Freight Plan															
Task 9.1 – Identify Freight Corridors		4		4										8	$860
Subtotal	0	4		4	0	0	0	0	0	0	0	0	0	8	$860
Task 10 – Incorporation of Joplin Airport Master Plan															
Task 10 – Incorporation of Joplin Airport Master Plan		2		4										6	$530
Subtotal	0	2		4	0	0	0	0	0	0	0	0	0	6	$530
Task 11 – Environmental Mitigation Plan															
Task 11 – Mapping and Documentation of Environmental		2		4	4									10	$750
Subtotal	0	2		4	4	0	0	0	0	0	0	0	0	10	$750
Task 12 – Alternatives Development and Evaluation															
Task 12.1 – Goals and Objectives/Evaluation Criteria		2												2	$270
Task 12.2 – Develop Alternatives	2	4		4			8							18	$2,304
Task 12.3 – Evaluate Alternatives		8		24			8	24						64	$6,120
Task 12.4 – Develop/Document Performance Measures		8		4										12	$1,340
Subtotal	2	22		32	0	0	16	24	0	0	0	0	0	96	$10,034
Task 13 – Project Concept Plans and Cost Estimates															
Task 13.1 – Project Concept Plans		8	24	40	40									112	$7,680
Task 13.2 – Order of Magnitude Cost Estimates		2	8	4							8			22	$2,450
Task 13.3 – Develop B/C Ratios		2		8										10	$790
Subtotal	0	12	32	52	40	0	0	0	0	0	8	0	0	144	$10,920
Task 14 – Implementation Plan and Prioritized Spending															
Task 14.1 – Identify Available Funding		4												4	$540
Task 14.2 – Prioritize Projects		8												8	$1,080
Subtotal	0	12		0	0	0	0	0	0	0	0	0	0	12	$1,620
Task 15 – Draft and Final Report															
Task 15.1 – Draft Report	2	16		16	20		4				4			62	$5,864
Task 15.2 – Final and Executive Summary Reports	2	8		8	4		4				4			30	$3,384
Subtotal	4	24		24	24	0	8	0	0	0	8	0	0	92	$9,248

EXHIBIT A.2

Subject:	Engineering Fee Estimate JATSO Long Range Transportation Plan Update Joplin, Missouri		
By:	TBD	Date: 06/16/15	Sheet:
CJW #15052			2 of 2

SUMMARY OF MAN-HOURS AND FEE ESTIMATE

CJW Transportation Consultants

Project Phase	Hours	Cost
Task 1 – Project Management	38	$5,648.00
Task 2 - Data Collection/Review	80	$8,220.00
Task 3 - Public Participation	102	$10,490.00
Task 4 - Travel Demand Modeling	164	$19,480.00
Task 5 - Traffic Analysis	72	$5,800.00
Task 6 - Transit Analysis	12	$1,200.00
Task 7 - Bicycle/Pedestrian Facility Analysis	13	$1,695.00
Task 8 - Crash Analysis	16	$1,320.00
Task 9 - Freight Assessment	8	$800.00
Task 10 - Incorporation of Airport Master Plan	6	$530.00
Task 11 - Environmental Mitigation Activities	10	$750.00
Task 12 - Alternative Development and Evaluation	96	$10,034.00
Task 13 - Conceptual Design and Cost Estimates	144	$10,920.00
Task 14 - Financial Forecast and Project Funding	12	$1,620.00
Task 15 - Reports and Documentation	92	$9,248.00
	Σ Hours = 865	Σ Labor = **$87,755.00**

Reimbursables Expenses:

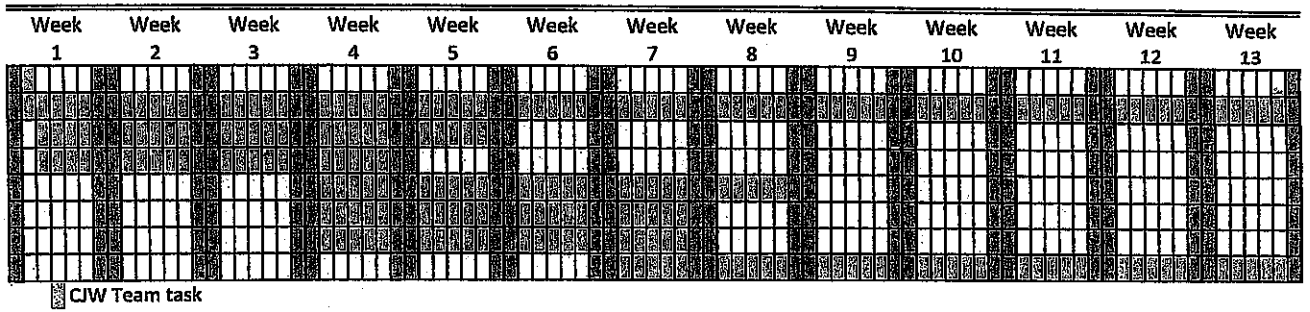
AirSage					$15,000.00
Delivery Charges, Photos, Misc.					$500.00
Prints/ Copies					$1,000.00
Travel	2000	Miles @	$0.630	/Mile	$1,260.00
				Reimbursable Total =	**$17,760.00**

CJW Total Estimated Fee = $105,515.00

TOTAL NOT TO EXCEED FEE = $105,515.00

Schedule

Task 1 - Kickoff meeting
Task 2 - QA/QC
Task 3 - Data Collection
Task 4 - Public Participation Development
Task 5 - Public Participation Process
Task 6 - Mode Review
Task 7 - Modeling
Task 8 - 20 Year Plan Development



City of JOPLIN City Council Agenda Item

Requested Council Meeting Date: July 20, 2015

Item: Agreement between the City of Joplin and CJW Transportation Consultants.
Originating Department: Planning, Development Neighborhood Services

Attachments:
1) Agreement for Professional Engineering Consulting Services
2) Work Authorization
3) Scope of Services
4) Cost Estimate
5) Council Bill No. 2015-360

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

INTRODUCTION:

This Council Bill authorizes the City of Joplin to enter into Agreement with CJW Transportation Consultants for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Long Range Transportation Plan.

DISCUSSION:

This Council Bill authorizes the City of Joplin to enter into an Agreement with CJW Transportation Consultants for Transportation Planning Services to update the Long Range Transportation Plan, authorizing the City Manager to execute said Agreement in substantially similar form; and containing an emergency clause.

The design firm will work closely with City staff and leadership and members of the Joplin Area Transportation Study Organization to update the Long Range Transportation Plan, including such items as data collection and review, travel demand modeling, traffic and transit analyses, conceptual design, cost estimates, financial forecasting, and reports and documentation.

RECOMMENDATION

Staff recommends this Council Bill 2015-360 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.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National Avenue, Ste. 4-110 Springfield, MO 65810	
Attention:		Attention: C. Jay Wynn, P.E., PTOE	
Department:		Phone: 417-889-3400	Fax: 417-889-3402
Phone:	Fax:		

WORK AUTHORIZATION NUMBER _1_
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _1_ exceed the sum of One Hundred Five Thousand Five Hundred Fifteen and 00/100 Dollars ($105,515.00).

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2015, 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 on both a per-claim and an aggregate basis. 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

Taylor Cunningham, Planner

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer:

CJW TRANSPORTATION CONSULTANTS, LLC

By: C. Jay Wynn

Printed Name: C. Jay Wynn, P.E., PTOE

Title: President/Owner

Date: 6-16-15

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

Long-Range Transportation Plan Update		
RFQ Response Rating Summary Sheet		
	CJW Transportation	Olsson & Associates
Taylor	36	37
Dan	40	39
Brian	39	36
Average	38.33333333	37.33333333

COUNCIL BILL NO. 2015-405

A ORDINANCE authorizing the City of Joplin to amend an Agreement with Deloitte Financial Services LLP (Deloitte FAS) in the amount not to exceed One Million One Hundred Thousand ($1,100,000.00) to provide activity delivery tasks associated with the Joplin Homebuyer Assistance Program related to the 2011 Community Development Block Grant Diagram- Disaster Recovery fund, authorizing the City Manager to execute said Amendment for the City, and containing an emergency clause.

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

WHEREAS, there were thousands of households affected by 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 CDBG-DR grant assistance in response to the loss of housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS**,** the City of Joplin amend an agreement with Deloitte Financial Advisory Services LLP to provide activity delivery services for the Joplin Homebuyer Assistance Program.

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

Section 1. That the City amend the Agreement between the City of Joplin and Deloitte Financial Advisory Services (Deloitte FAS) approved on April 15, 2013, as described in the attached Engagement Letter of August 26, 2014 (Exhibit 1) in the amount not to exceed One Million One Hundred Thousand Dollars ($1,100,000.00) for the provision of activity direct tasks relating to the Joplin Homebuyer Assistance Program (JHAP) through November 30, 2016 through Community Development Block Grant- Disaster Recover funding.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute said Engagement Letter, or letter substantially similar form for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public health and welfare 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. This allows Deloitte FAS to continue managing the Joplin Homebuyer Assistance Program.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2015.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Exhibit 1

Fifth Change Order to the Community Development Block Grant-Disaster Recovery Administration Contract
Between
The City of Joplin
And
Deloitte Financial Advisory Services LLP

This Fifth Change Order to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Administration Contract between the City of Joplin and Deloitte Financial Advisory Services LLP for J-HAP Activity Delivery Costs to be incurred and is made and entered into as of the _____20th_____ day of _____ July_____, 2014.

RECITALS:

A. The parties desire to amend the Agreement.

B. Increase the amount to be reimbursed by $1,100,000.00 in CDBG-DR funds for Activity Delivery Costs to be incurred by Deloitte FAS between July 16, 2015 and November 30, 2016.

IN WITNESS WHEREOF, the parties have executed this amendment as to the date written above.

City of Joplin, Missouri
A Municipal Corporation

_____
Troy Bolander
Planning, Development & Neighborhood
Services Director

Deloitte Financial Advisory Services LLP

_____

Mr. Troy Bolander, Director
Planning, Development, & Neighborhood Services
City of Joplin
Joplin, MO 64801

July 15, 2015

Re: Change Order #5

Dear Mr. Bolander,

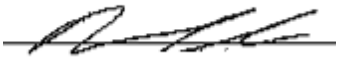
We are writing to request an update regarding our contractual relationship with you, as follows.

Tasks related to the operations of the Joplin Homebuyer's Assistance Program ('J-HAP') that was increased in the amount of $7,000,000 by Joplin City Council on Jul 6, 2015.

The estimated Activity Delivery Costs ('ADC') pertaining to the operation of the J-HAP program for the July 16, 2015 through November 30, 2016 equals $1,100,000.

Please confirm your acceptance of Change Order #5 which will increase the total estimated costs of services for our engagement with you.

Yours faithfully



Rizwan Shah

Director

Deloitte Financial Advisory Services LLP

Mr. Troy Bolander, Director
Planning, Development, & Neighborhood Services
City of Joplin
602 S. Main St
Joplin, MO 64801

July 15, 2015

Re: Engagement Letter Agreement between the City of Joplin (City) and Deloitte Financial Advisory Services LLP (Deloitte), dated April 22, 2013 and as amended August 26, 2014.

Dear Mr. Bolander,

The City and Deloitte agree to modify the above engagement letter and associated amendment to include a change to the Schedule and Additional Fees, Expenses, and Assumptions. Deloitte will provide Activity Delivery task support for the implementation of the Joplin Homebuyers Assistance Program (J-HAP). Deloitte will continue to perform the tasks under the existing terms and conditions of our agreements.

Schedule

Deloitte will provide this additional support starting July 16, 2015 and expects to complete the tasks by November 30, 2016 or as directed by the City.

Additional Fees, Expenses and Assumptions

Deloitte will invoice the City for these tasks on a time and materials basis in accordance with the terms of our engagement letter. The costs associated with J-HAP tasks performed by Deloitte will be treated as Activity Delivery Costs, and the City will not deduct these invoiced expenses from the Grant Administration Budget outlined on page 6 of our engagement letter with the City.

We are estimating the performance for the provision of these services to be completed by November 30, 2016 or as directed by the City. We are requesting an increase to our contract value with the City for $1,100,000. Professional service rates are per our engagement letter.

This amendment will also include the lease of a JHAP black and white printer/scanner.

Very truly yours,

DELOITTE FINANCIAL ADVISORY SERVICES LLP

By: Rizwan Shah, Director

Deloitte Financial Advisory Services LLP

Exhibit 2

Mr. Troy Bolander, Manager
Planning and Community Development
City of Joplin
602 S. Main St.
Joplin, MO 64801

August 26, 2014

Re: Engagement Letter Agreement between the City of Joplin (City) and Deloitte Financial Advisory Services LLP (Deloitte), dated April 22nd, 2013.

Dear Mr. Bolander,

The City and Deloitte agree to modify the above engagement letter to include the following additional tasks to be executed by Deloitte. Deloitte will provide Activity Delivery task support for the implementation of the Joplin Homebuyers Assistance Program (J-HAP). Deloitte shall perform the following tasks under the existing terms and conditions of our agreement.

Step 1 -Assist the City to evaluate the income eligibility of J-HAP applicants

Current Tasks

Deloitte has been performing the following tasks:

- Application intake assistance
- Intake documentation assistance
- Assisting with applicant income review
- Supporting income eligibility calculation/verification
- Assistance with preparing preliminary income approval letter to applicants
- Supporting document retention of active applicant hardcopy files
- Assisting with generation of applicant assistance letter
- Assist City with applicant issue resolution process

Additional Tasks

Deloitte is to provide the following additional tasks:

- Prepare initial income determination recommendation
- Produce draft applicant approval/denial letter
- Provide clerical administrative support to assist with processing applicant income determination letters.
- Provide originals and copies of all active applicant files for record keeping and archival to the City
- Provide online storage of all J-HAP files
- Assist in the development of J-HAP formal Policy and Procedures Manual

Under the direction of the City and in accordance with the J-HAP Policies and Procedures, Deloitte will meet with J-HAP applicants as necessary to inform potential applicants of the J-HAP criteria and explain

the J-HAP application process. Deloitte will also receive required J-HAP application documentation, and review the application for completeness and in compliance with the J-HAP Policies and Procedures, to facilitate the City to make a preliminary income eligibility determination regarding the applicant's application. Following the City's preliminary income determination, Deloitte will prepare the applicant's income eligibility determination letter for the City, which will be signed by the City and then delivered to the applicant. The City shall be responsible for reviewing application recommendations provided by Deloitte and making official decisions regarding the eligibility of each applicant.

Step 2 - Assist the City to gather appropriate property-related information to the City to make a J-HAP Environmental Review Record (ERR) eligibility determination

Current Tasks

Deloitte is currently performing the following tasks:

- Prepare property determination letter
- Assist with property determination letter delivery to applicant
- Assist City with applicant issue resolution

Additional Tasks

Deloitte to provide the following additional tasks:

- Process property assessment request and prepare appropriate environmental review records for approval by the City
- Prepare property assessment notification letter for review by the City
- Take property image (and include on SharePoint)
- Conduct environmental review of identified new construction properties according to "Categorical Exclusion, Not Subject To" requirements outlined in CFR 58.5.
- Prepare property determination letter
- Assist City with data reporting requirements
- Provide administrative support for the City's applicant appeal process

Under the direction of the City and in accordance with the J-HAP Policies and Procedures, Deloitte will collect identified property-related information described in the J-HAP ERR checklist. Deloitte will review the information for completeness and compliance with the J-HAP Policies and Procedures prior to delivering it to the City; the City will then make the final J-HAP property eligibility review determination. Following the City's property eligibility review determination, Deloitte will prepare the applicant's property eligibility determination letter for the City, which will be signed by the City and then delivered to the applicant.

Step 3 - Grant Application Closing

Current Tasks:

Deloitte is currently performing the following tasks:

- Prepare J-HAP forgivable loan agreement request
- Assist with and verify J-HAP Agreement execution
- Assist with non-legal preparation of the applicant's occupancy agreement for the City and verify signing of occupancy agreement by applicant
- Distribute Closing guidance to applicant
- Prepare J-HAP final award letter for City's delivery to the applicant
- Review and verify Final Settlement Statement against check list requirements
- Assist City with applicant issue resolution

Additional Tasks

Deloitte to provide the following additional tasks:

- Collect closing documents for record keeping
- Scan closing documents into SharePoint
- Prepare draft J-HAP final award letter for the City's review
- Distribute closing documents to lenders after they have been executed by the City and Applicant
- Assist with communicating status of loan closings to lenders and title companies
- Review final Settlement Statements, and closing documents for completeness and conformance with check list requirements
- Prepare draft Closing instrument for review by the City
- Prepare grant check request for approval and execution by the City
- Collect final recorded documents and provide them to the City for record keeping and archival.

Under the direction of the City and in accordance with the J-HAP Policies and Procedures, Deloitte will collect copies of the applicant's home purchase financing and property title documentation. Deloitte will review this information for completeness and in compliance with the J-HAP Policies and Procedures, and then deliver this information to facilitate the City's final J-HAP grant approval determination.

Provide Access to Electronic Files

Deloitte shall provide City with electronic access via SharePoint to applicant files and supporting documentation. Electronic access shall be provided during the City's normal business hours. This service is provided as a convenience for the City and only informal training and technical support shall be provided. Access shall be strictly limited to City, Deloitte and Deloitte subcontractor personnel who require access to perform J-HAP related tasks.

Deloitte will provide City with electronic copies of documents and related data for its own record keeping as applications are finalized. After these documents and related data have been delivered, they will be removed from the SharePoint site. No applicant data shall be stored or retained by Deloitte after the expiration of this agreement or the completion of services.

City's Responsibilities

- City shall be responsible for reviewing, approving and signing all forms and correspondence to applicants, lenders, and regulators.

- When required, work will be supervised by the City Attorney or other counsel as may retained by the City. (Deloitte does not engage in the practice of law and does not provide legal services.)
- City shall be responsible for notifying Deloitte when its employees require day-to-day access to electronic files as a result of their job duties related to J-HAP, and within one business day of no longer requiring such access (e.g., change of job duties, change of employment status with the City of Joplin, etc.).
- City shall require its personnel who require access to applicant data to complete any training required by Deloitte before accessing the system.
- City shall be responsible for its own data and network security, including but not limited to antivirus and intrusion prevention when accessing Electronic Files.
- City will be responsible for maintaining its own records.

Schedule

Deloitte will provide this additional support starting on July 15, 2014 and expects to complete these tasks by July 15, 2015 or as directed by the City.

Additional Fees, Expenses and Assumptions

Deloitte's estimated costs for performing these additional tasks per month are provided in the following table. Deloitte will invoice the City for these tasks on a time and materials basis in accordance with the terms of our engagement letter. The costs associated with J-HAP tasks performed by Deloitte will be treated as Activity Delivery Costs, and the City will not deduct these invoiced expenses from the Grant Administration Budget outlined on page 6 of our engagement letter with the City.

Marketing Activities	$	3,750
Project Oversight	$	8,055
Ongoing Operations	$	69,440
Total	**$**	**81,245**

We are estimating the period of performance for provision for these services to be 12 months, unless otherwise directed by the City. We are requesting an increase to our contract value with the City for $974,940. Professional service rates are as per our engagement letter.

If you agree to this modification to our contract, please sign the enclosed copy of this letter in the space provided and return it to me. If you have any questions, please call me at (202) 879-5637. We appreciate the opportunity to work for you and look forward to your prompt response.

Very truly yours,

DELOITTE FINANCIAL ADVISORY SERVICES LLP

By: Rizwan Shah, Director

Deloitte Financial Advisory Services LLP

Accepted by: City of Joplin, Missouri

By:

Title:

Date:

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 20, 2015

Item: Administration Contract for CDBG-Disaster Recovery – Round 1 – Amendment #5
Originating Department: Planning & Community Development

Attachments: 1) Exhibit 1 - Administration Contract Change Order No. 5
2) Exhibit 2 - Engagement Letter dated August 26, 2014
3) Council Bill No. 2015-405

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

Recommended Action: Approval of Council Bill No. 2015-405

INTRODUCTION:

The following Council Bill is a fifth amendment to the existing agreement approved on April 15, 2013 between the City of Joplin and Deloitte Financial Advisory Services LLP ('Deloitte FAS') for the Administration Services related to the City's initial $45 million award of Community Development Block Grant – Disaster Recovery Funds.

DISCUSSION:

The Engagement Letter attached to the amendment delineates Joplin Homebuyer Assistance Program (JHAP) Activity Delivery task support that is currently being undertaken by Deloitte FAS and additional tasks that will also be undertaken by Deloitte FAS. As of the end of June, 2015 nearly $8.5 million of assistance has been provided and over 320 closings have been completed. This highly successful program quickly outgrew the City's in house capability to administer. As a result, Deloitte FAS has been providing the service and is being asked to continue to provide the service. Those tasks are considered 'Activity Delivery Costs' by HUD and, as such, can be charged directly to the Joplin Homebuyers Assistance Program, not administration. To preserve the administration dollars available to oversee the grant by the City and Deloitte FAS, which is restricted to 5%, staff recommends additional funding in the amount not to exceed $1.1 million or approximately $67 thousand monthly over a twelve month period ending November 30, 2016 or as directed by the City.

RECOMMENDATION:

For the immediate preservation of public health and welfare, city staff recommends approval of Council Bill No. 2015-405 on and emergency basis.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: July 20, 2015
ITEM: Council Bill No. 2015-005 amending subsection (b) of Sec. 42-39 of Chapter 42, Courts, Article II., Municipal Court, for the purpose of making certain changes.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2015-005.

DEPARTMENT HEAD:	Peter C. Edwards
MUNICIPAL JUDGE:	Chuck D. Brown
CITY MANAGER:	Samuel L. Anselm
COURT ADMINISTRATOR:	Lamonte Ratcliff
FINANCE DIRECTOR:	Leslie Haase

INTRODUCTION:

This Council Bill amends subsection (b) of Sec. 42-39 of Chapter 42, Courts, Article II., Municipal Court. Specifically, the bill increases continuity throughout the court system.

DISCUSSION:

This Council Bill amends subsection (b) of Sec. 42-39 of Chapter 42, Courts, Article II., Municipal Court. Specifically, the bill increases continuity throughout the court system and explicitly provides the City with the authority to assess a jail administrative fee and an electronic monitoring fee in certain circumstances. While the jail administrative fee and electronic monitoring fee are authorized by ordinance presently, this Council Bill makes said authorization plain and unambiguous. Additionally, the bill corrects an error in costs assessed for monitoring probation.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

JLP:ab
attachment

COUNCIL BILL NO. 2015-005 ORDINANCE NO. _____

AN ORDINANCE amending Subsection (b) of Sec. 42-39 of Chapter 42, Courts, Article II., Municipal Court, for the purpose of making certain changes.

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

Section 1. That subsection (b) of Section 42-39 "Imposition of sentence, conditions of probation; compensation of victims; free work, public or charitable." of the Joplin City Code is hereby stricken.

Section 2. That a new subsection (b) of Section 42-39 "Imposition of sentence, conditions of probation; compensation of victims; free work, public or charitable." of the Joplin City Code is hereby enacted as follows:

(b) The judges of the municipal division (municipal court) in Joplin, Missouri may place a defendant on probation for the violation of any ordinance of the city, specifically including the offense of operating or being in physical control of a motor vehicle while under the influence of intoxicating liquor or narcotic drugs. The conditions of probation shall be such as the court in its discretion deems reasonably necessary to insure that the court will be aware of any further law violations. When a defendant is placed on probation, he/she shall be given a certificate explicitly stating he conditions on which he/she is being released. Persons found guilty or pleading guilty to ordinance violations and placed on probation by the municipal court judges may be assessed by the court a service fee to the municipal court in the amount of $50.00 to pay the cost of their probation supervision provided by a probation or compliance officer employed by the city. Persons found guilty or pleading guilty to ordinance violations for nonpayment of a fine or forfeiture, or contempt of court and granted work release while serving sentence may be assessed by the court a jail administration fee of $25.00 plus $7.00 per day. Persons found guilty or pleading guilty to ordinance violations and placed on electronic monitoring while serving sentence may be assessed by the court a jail electronic monitoring fee of $50.00 plus $12.00 per day. The court may exempt a person from all or part of the foregoing fee if it finds any of the following factors to exist:

(1) The offender has diligently attempted, but has been unable, to obtain employment which provides him sufficient income to make such payments;

(2) The offender is a student in a school, college, university or course of vocational or technical training designed to fit the student for gainful employment. Certification of such student status shall be supplied to the court by the education institution in which the offender is enrolled;

(3) The offender has an employment handicap, as determined by a physical, psychological or psychiatric examination acceptable to or ordered by the court;

(4) The offender's age prevents him from obtaining employment;

(5) The offender is responsible for the support of dependents, and the payment of such fee constitutes an undue hardship on the offender;

(6) There are other extenuating circumstances as determined by the court to exempt or partially reduce such payments; or

(7) The offender has been transferred outside the state under an interstate company adopted pursuant to law.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

COUNCIL BILL NO. 2015-616 ORDINANCE NO.

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

WHEREAS, the City Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000, revised November 1, 2006, and occasionally added to since that time;

WHEREAS, that the Classification and Pay Plan included provisions whereby the Plan was reviewed beginning in June 2007 with the Envisioning Process to determine second tier management staffing levels in specific departments and to be in line with the Blueprint for the Future I and II; and

WHEREAS, the City Council of the City of Joplin, Missouri, upon recommendation of the City Staff, approved and implemented a new Classification and Salary Administration Plan on August 20, 2012;

WHEREAS, the Personnel Board reviewed and approved these updated classifications and the City Manager has reviewed and approved the job descriptions.

WHEREAS, the City Manager has reviewed the Classification and Pay Plan amendments and is recommending these to the Council as stated above;

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on August 20, 2012.

Section 2. That the classifications as attached hereto and indicated on the "Summary Sheet" are hereby established.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of July, 2015 by a vote of

Michael L. Seibert, Mayor

ATTEST: Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM: Peter C. Edwards, City Attorney