COUNCIL AGENDA
August 3, 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**

   1. Economic Update From Rob O'Brien, President Joplin Area Chamber Of Commerce

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. RESOLUTION NO. 2015-012
      A RESOLUTION granting a Special Use Permit (First Request) to Shirley Holly for the operation of a gallery located at 2312 Utica Street, in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET RES 2015-012.PDF, RESOLUTION 2015-012.PDF, SUPPLEMENTAL RES 2015-012.PDF

8. **Consent Agenda**

   1. Minutes Of The July 20, 2015 Council Meeting

      Documents: JULY 20 2015 MIN.PDF

   2. 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.

9. **Resolutions**

   1. RESOLUTION NO. 2015-013
      A RESOLUTION authorizing the filing of a Five Year Consolidated Plan and One Year Action Plan with the U.S Department of Housing and Urban Development as required foruse of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year(s) 2015-2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

      Documents: RESOLUTION NO. 2015-013.PDF, 2015BUDGETS.PDF, CONSOLIDATED PLAN_COUNCIL DRAFT.PDF, SUMMARY 2015-013.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL 2015-361
   AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1222 S. Grand Ave. in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred Forty Nine and 00/100 Dollar (2,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents: CB 2015-361.PDF, COPY OF 1222 S GRAND.PDF, POWERPOINT TEMPLATE.PDF, SUMMARY 2015-361.PDF

2. COUNCIL BILL NO. 2015-458
   AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2015 and running through September 30, 2016, for the amount of up to Six Hundred Thirty Thousand, Nine Hundred Eighty-Five Dollars and no Cents ($630,985.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

   Documents: CB2015-458-SUMMARY SHEET.PDF, CB2015-458-COUNCIL BILL.PDF, CB 2015-458-SUPPLEMENTAL ITEM.PDF

3. Council Bill 2015-618
   AN ORDINANCE authorizing the City of Joplin to enter into a change order with Emery Sapp and Sons Inc. in the amount of Fifty Eight Thousand Four Hundred ($58,400.00) for the construction of the Public Safety Training Grounds and containing an emergency clause.

   Documents: COUNCIL BILL 2015-618 CHANGE ORDER.PDF, GREEN SHEET CHANGE 1 PSTG.PDF, CONCRETE CHANGE ORDER.PDF, BID FORM LETTER.PDF

4. COUNCIL BILL NO. 2015-619
   AN ORDINANCE approving two additional part-time airport operations workers; and, amending 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: SUMMARY SHEET CB 2015-619.PDF, COUNCIL BILL 2015-619.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. Set The Date For The Public Hearing On The FY 2015-16 Proposed Budget For August 17, 2015.

    2. Set The Date For The Public Hearing On The Property Tax Rate For August 24, 2015.

    3. 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 Agenda Item

Requested Council Meeting Date: August 3, 2015

Item: RESOLUTION NO. 2015-012
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Resolution
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 7/13/2015

Recommended Action: Planning and Zoning Commission recommended approval for a two-year Special Use Permit by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 017-15: 2312 Utica Street – A request for a Special Use Permit (first request) for the operation of a gallery – Shirley Holly.

STAFF SUMMARY:
The applicant is requesting a Special Use Permit (first request) to operate a gallery in a single-family residential zoning district. This piece of property has local historical designation and, therefore, allows for some commercial uses in residential zoning. Previously, this site was a Phillips 66 gas station built in the late 1920s until it closed in 1959. It reopened as Dale's Barber Shop in 1962 and was designated a local historic landmark in 2007.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Shirley Holly for the operation of a gallery at 2312 Utica Street.
2. The permit shall be valid for two (2) years renewable in July 2017.
3. The commercial use of this property shall not alter the historic landmark in a way that detracts from its uniqueness and shall contribute positively to the historic character of the residential neighborhood.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Ron Hart appeared representing the Route 66 Chamber of Commerce based here in Joplin. They represent all the businesses between Chicago and Los Angeles, especially the mom-and-pop businesses. Their goal is to try to get as many properties that are at risk restored. He is speaking on behalf of Shirley Holly, the owner of the property at 2312 Utica Street, and for Len Nordmann, who is interested in purchasing her property.

The property in question is a 1920's era Shamrock Inn. It consisted originally of the historic 1928 Phillips 66 filling station, three cabins, a café, and was on a large property that consisted of a tourist camp with tents and car sleeping, which was common during the 1920's. Only the filling station and a cottage remain at this time.

Len Nordmann, a current resident of California, has shown an interest in this property. Dale Holly, who operated a barbershop there, passed away last year, and it was his desire to see that property still serve a Route 66 purpose.

Mr. Nordmann wishes to purchase the property and move to Joplin and remodel the cottage for his home. He plans to restore the filling station to its 1928 Phillips 66 appearance on the outside. The interior will feature a restoration of Mr. Holly's old Route 66 barbershop with photos and displays of his collection of old barbershop items. The remaining space will feature Mr. Nordmann's studio, with artwork on display and for sale.

Mr. Nordmann travels frequently and will not always be present. When he is away, people can stop and look in the windows to see Mr. Holly's exhibit and the artwork, with a mailbox containing brochures regarding his work and brochures on Joplin. Once the visitors' center for Route 66 is constructed on Broadway, this will be a good opportunity to tell visitors to stop there. Mr. Nordmann will not be selling Route 66 souvenirs, but just mainly meeting people as they travel through and showing his artwork.

Mr. Hart stated about 18,000 visitors come through Joplin annually. The Route 66 Chamber is seeking better signage so people will know the route through Royal Heights is the original route.

PUBLIC COMMENT:
None.

P & Z Case 017-15
Shirley Holly
(P & Z Recommended Approval for a two-year Special Use Permit)

RESOLUTION NO. 2015-012

A RESOLUTION granting a Special Use Permit (First Request) to Shirley Holly for the operation of a gallery located at 2312 Utica Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on July 13, 2015, recommended that a Special Use Permit be granted for the operation of a gallery located at 2312 Utica Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on August 3, 2015, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Shirley Holly for the operation of a gallery in the City of Joplin, Missouri, on the following described real estate, to-wit:

Royal Heights lots 371, 372 and 373 except the east 25' lot 373.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Shirley Holly for the operation of a gallery at 2312 Utica Street.
2. The permit shall be valid for two (2) years renewable in July 2017.
3. The commercial use of this property shall not alter the historic landmark in a way that detracts from its uniqueness and shall contribute positively to the historic character of the residential neighborhood.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Shirley Holly in accordance with the plans and specifications on file in the Office of the Building Official.

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

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

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: July 13, 2015
City Council Meeting: August 3, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 017-15: A request for a Special Use Permit (1st Request) for the operation of a gallery.

LOCATION: 2312 Utica Street

APPLICANT: Shirley Holly

REQUESTED USE: Gallery

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1, single-family residential	Residential	1/3 acre

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single family residential	Single family residential	Single family residential	Single family residential

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Euclid Avenue	Collector	50'
Utica Street	Collector	50'

IS OFF STREET PARKING PROVIDED?

Yes.

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

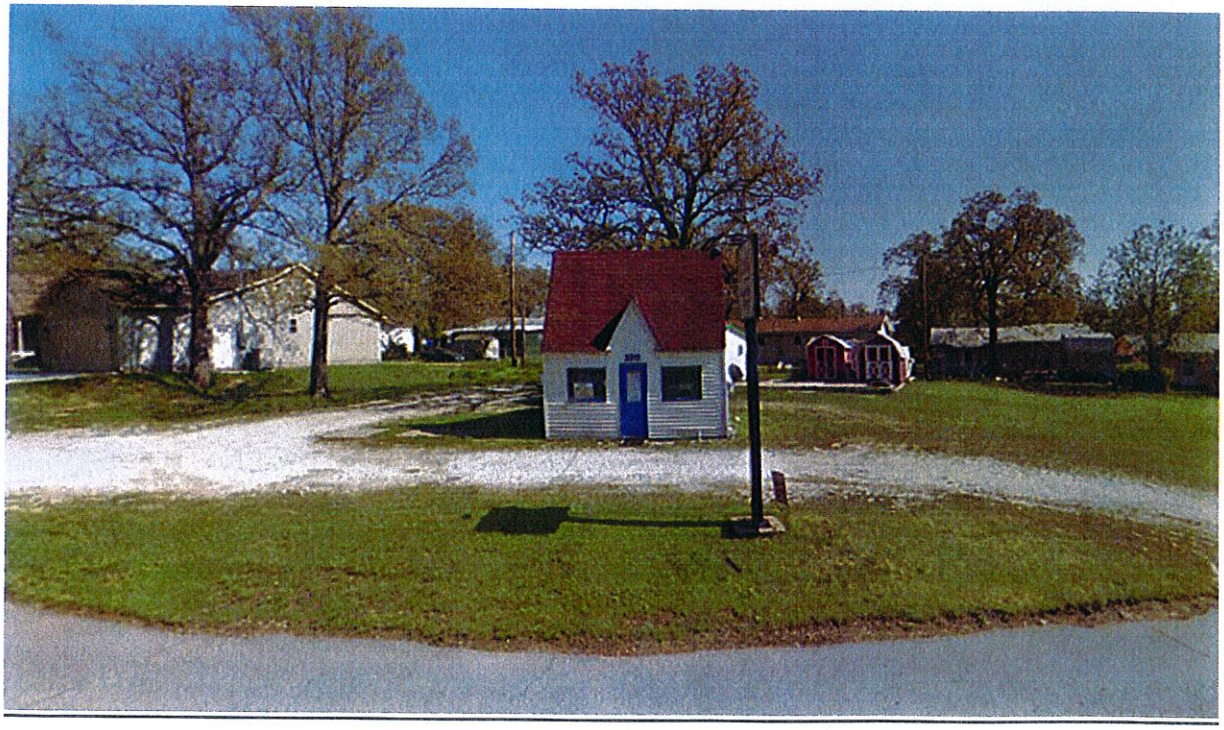
DISCUSSION:

The applicant is requesting a Special Use Permit (1st request) to operate a gallery in a single-family residential zoning district. This piece of property has local historical designation and, therefore, allows for some commercial uses in residential zoning. Previously, this site was a Phillips 66 gas station built in the late 1920s until it closed in 1959. It reopened as Dale's Barber Shop in 1962 and was designated a local historic landmark in 2007.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Shirley Holly for the operation of a gallery at 2312 Utica Street.
2. The permit shall be valid for two (2) years renewable in July 2017.
3. The commercial use of this property shall not alter the historic landmark in a way that detracts from its uniqueness and shall contribute positively to the historic character of the residential neighborhood.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

PICTURE:



Staff recommends approval of Case 017-15.

SPECIAL USE PERMIT APPLICATION

RECEIVED 5-28-15

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 017-15
Filing Fee: $ 350.00
Date Advertised: 6-28-15
Date Notices Sent 6-29-15
Public Hearing Date: 7-13-15

APPLICANT: Shirley M Holly PHONE: 624 7483 C:483 5993

ADDRESS: 2347 Utica ZIP: 64801

OWNER: _____ PHONE: _____

ADDRESS: _____ ZIP: _____

LOCATION OF PROPERTY: 2312 Utica

LEGAL DESCRIPTION: Royal Heights lots 371, 372 & 373 ex E 75' of Lot 373

PRESENT ZONING CLASSIFICATION: R-1 ACREAGE: _____

PRESENT USE OF PROPERTY: Vacant, residential

PROPOSED LAND USE ACTIVITY: Museum & art gallery for travelers of Route 66

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Residential	R-1
South	Residential	R-1
East	Residential	R-1
West	Residential	R-1

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	☒	☐
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	☒	☐
3. Is found to be generally compatible with the neighborhood in which it is proposed.	☒	☐
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	☒	☐
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	☒	☐
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	☒	☐

Should this special use be valid only for a specific time period? Yes ☒ No ☐

If Yes, what length of time? _____

SIGNATURE: Shirley M. Holly DATE: 5-28-15

BY: Shirley M. Holly TITLE: Owner

Attachments Required:

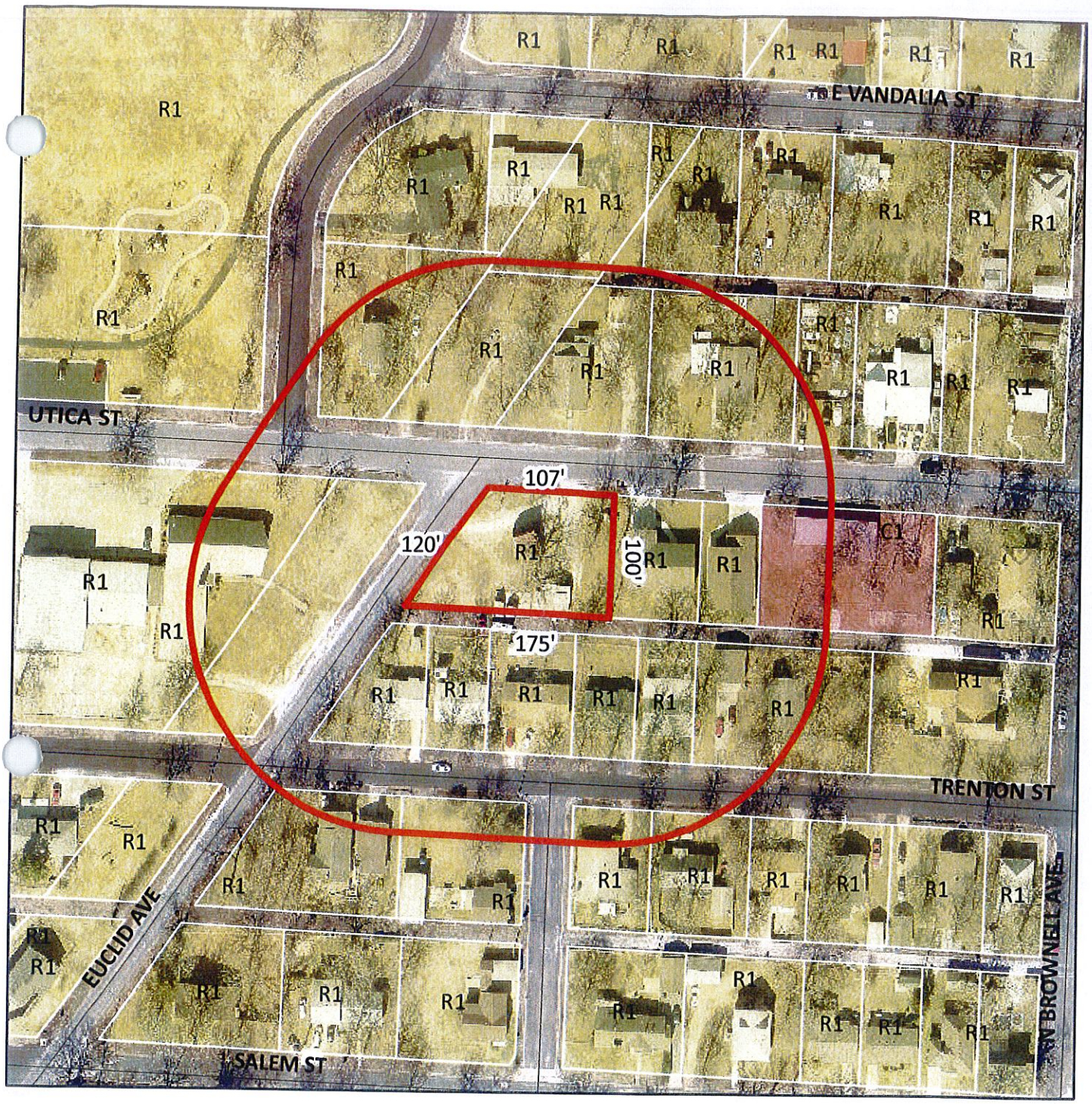
1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. 8 a.m. - 6 p.m.
2. Days of Operation. seasonal & depends on travelers
3. Number of Off-street Parking Spaces. 8
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) 1 - original barbershop sign
5. Number of Assistants or employees. 1
6. Nature of the Business. historic landmark | museum
7. Location of the Business. 2317 Utica

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

www. dalesold66. homestead. com



0 0.0375 0.075 0.15 Miles

Case 017-15: 2312 Utica Street - A request for a Special Use Permit (1st request) for the operation of a gallery - Shirley Holley.

Case 017-15: 2312 Utica Street – A request for a Special Use Permit (first request) for the operation of a gallery – Shirley Holly.

Mr. Eastman opened the public hearing for Case 017-15.

Mr. Ron Hart, 1220 North Range Line Road, Joplin, appeared representing the Route 66 Chamber of Commerce based here in Joplin. They represent all the businesses between Chicago and Los Angeles, especially the mom-and-pop businesses. Their goal is to try to get as many properties that are at risk restored. He is speaking on behalf of Shirley Holly, the owner of the property at 2312 Utica Street, and for Len Nordmann, the party who is interested in purchasing her property.

Mr. Hart stated the property in question is a 1920's era Shamrock Inn. It consisted originally of the historic 1928 Phillips 66 filling station, three cabins, a café, and was on a large property that consisted of a tourist camp with tents and car sleeping, which was common during the 1920's. It is rare to find an old filling station that has not been moved from somewhere else.

Only the filling station and a cottage remain at this time. The cottage was built on the foundation of one of the three cabins that were there. Homes were developed around the property, so only three small lots remain.

Len Nordmann, a current resident of California, has shown an interest in this property. The Route 66 Chamber has tried to find someone to buy the property. Dale Holly, who operated a barbershop there, passed away last year, and it was his desire to see that property still serve a Route 66 purpose.

Mr. Nordmann is an artist who has been painting for 35 years and has completed over 2,500 paintings, mostly relating to Route 66. He wishes to purchase the property and move to Joplin and remodel the cottage for his home. He plans to restore the filling station to its 1928 Phillips 66 appearance on the outside. The interior will feature a restoration of Mr. Holly's old Route 66 barbershop with photos and displays of his collection of old barbershop items. The remaining space will feature Mr. Nordmann's studio, with artwork on display and for sale.

Mr. Nordmann travels frequently and will not always be present. When he is away, people can stop and look in the windows to see Mr. Holly's exhibit and the artwork, with a mailbox mounted next to the building with brochures regarding his work and brochures on Joplin. Once the visitors' center for Route 66 is constructed on Broadway, this will be a good opportunity to tell visitors to stop there. Mr. Nordmann will not be selling Route 66 souvenirs, but just mainly meeting people as they travel through and showing his artwork.

Mr. Hart stated about 18,000 visitors come through Joplin annually. They travel through Royal Heights on the original Route 66, and then from Webb City to Stone's Corner and down Joplin's Main Street. The final route was Range Line Road to Seventh Street and out west. The Route 66 Chamber is seeking better signage so people will know the route through Royal Heights is the original route.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 017-15.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 017-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A TWO-YEAR SPECIAL USE PERMIT BE GRANTED TO SHIRLEY HOLLY, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. DERMOTT BEING ABSENT (6 IN FAVOR, AND 1 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES July 20, 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 Mr. Shaw.

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

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 July 6, 2015 Council Meeting

RESOLUTIONS
Mr. Woolston introduced 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. Motion by Mr. Woolston 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. 2015-009**

Mr. Shaw introduced 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. Motion by Mr. Shaw Second by Mrs. Lewis to Approve Resolution No. 2015-010. 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. 2015-010**

Mr. Woolston introduced Resolution No. 2015-011, 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. Motion by Mr. Woolston Second by Ms. Colbert-Kean to Approve Resolution No. 2015-011. 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. 2015-011**

ORDINANCES - EMERGENCIES

Mr. Stanley introduced Council Bill No. 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. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-006 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. 2015-105**

Mr. Shaw introduced Council Bill No. 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. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-140 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. 2015-106**

Mr. Scearce introduced Council Bill No. 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. Motion by Mr. Scearce, Second by Ms. Colbert-Kean that Council Bill No. 2015-141 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. 2015-107**

Mr. Stanley introduced Council Bill No. 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. Motion by Mr. Stanley, Second by Ms. Colbert-Kean that Council Bill No. 2015-142 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. 2015-108**

Mr. Shaw introduced Council Bill No. 2015-360, 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. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-360 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. 2015-109**

Mr. Stanley introduced Council Bill No. 2015-405, an 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. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2015-405 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. 2015-110**

ORDINANCES – FIRST READING

Mr. Stanley introduced 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. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-005 be placed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

ORDINANCES – SECOND AND THIRD READING

Mr. Scearce 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. Scearce, Second by Mr. Stanley that Council Bill No. 2015-616 be passed on Second Reading Advanced to Third Reading and Passed. 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. 2015-111**

NEW BUSINESS

Appointments to Boards and Commissions
Council made the following Reappointments to Boards and Commissions:
Motion by Mr. Stanley, Second by Mr. Scearce to appoint Carol Humbard, Brian Hughes and Michael Johnson to the Housing Authority. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.
Motion by Mr. Scearce Second by Mr. Stanley, to appoint Todd Hawkins to the Personnel Board. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.
Motion by Mr. Stanley, Second by Mr. Shaw to appoint Mike McGavran to the Police and Fire Pension Board. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

News from the PIO
It's time to start thinking about BACK to SCHOOL, and with that comes certain "to do" items on your lists. If "Immunizations" is one of those items, I'd like remind Joplin citizens that the City's Health Department has vaccinations required for school enrollment. Children should live within the Joplin city limits, or be enrolled in a Joplin public or private school. Immunizations are provided for the uninsured or underinsured, and those with Medicaid.

The department hosts a Vaccination Clinic to make sure every Joplin child is prepared for school with their current immunizations. Appointments are required for all immunizations, which are available on Tuesdays and Thursdays, excluding the fourth Thursday of each month. To learn the specific times, and to make your appointment, please call 623-6122. More information can be found at the Health Department's website at joplinhealthdepartment.org

This week, citizens may notice a few more baseball players in Joplin. The 2015 Premier Baseball Junior Championship starts Wed., July 22 & runs through Sunday, July 26.

Hosted by Joplin Sports Authority, this tournament brings 60 teams from 13 states to our city. 193 games will be played over five days using 12 stadiums in three states, including Joe Becker Stadium, Warren Turner Field, Joplin High School and Wendell Redden Stadium in Joplin, fields in Neosho, Seneca, Miami and Commerce, Oklahoma; as well as fields in Baxter Springs and Pittsburg, Kansas.

More than 1,000 athletes will be here, with 180 coaches, 48 umpire crews, baseball scouts from all 32 Major League Baseball teams and over 120 college baseball coaches. And these numbers don't account for the number of parents, siblings, family members and friends who have traveled to watch these games.

The size of this event creates an economic impact for Joplin, as well as the surrounding areas. Joplin has a great reputation for friendly citizens, and I'm sure these guests will encounter this during their stay. We are also encouraging businesses with outdoor signs or marquees to place a welcome message to Premier Baseball on their sign. And if interested in watching a few games, check out the Joplin Sports Authority's Facebook page.

And an area that our visitors, as well as our citizens should avoid later this week is Maiden Lane.

Maiden Lane, between 13th Street and 17th Street, will be closed starting at 6 p.m. on Wednesday, July 22, until 6 a.m. Saturday, July 25. The closure is due to a stormwater pipe being installed in the area by APAC Construction. Detours will be in place, and we ask drivers to please use caution while in this area.

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

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

RESOLUTION NO. 2015-013

A RESOLUTION authorizing the filing of a Five Year Consolidated Plan and One Year Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year(s) 2015-2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

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 Five Year Consolidated Plan for fiscal years 2015 to 2019 for the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program with the U.S. Department of Housing and Urban Development.

Section 2. That the City of Joplin file a One Year Action Plan for fiscal year 2015 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $504,288.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $354,406.00 with the U.S. Department of Housing and Urban Development.

Section 3. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Forms 424 and Certifications to allow submission of the Five Year Consolidated Plan and One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
Mike Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

Community Development Block Grant Program

Fiscal Year 2015

Finalized BUDGET

All amounts are subject to the availability of funds and may change without notice.

Neighborhood Revitalization Activities	
Infrastructure Improvements	$ 383,930.00
Description: funding used for infrastructure improvements in LMI neighborhoods.	
Sub Total	**$ 383,930.00**
Public Service Activities (15% Max – $75,645.00)	
Homeless Coalition	$ 17,000.00
Description: Provides funding for homeless database required by HUD.	
Sub Total	**$ 17,000.00**
Program Administration Activities	
Community Housing Resource Board (subject to 20% Administration cap)	$ 2,500.00
Description: Provides funding for fair housing activities required by HUD.	
Administration & Planning (20% max. = $100,860)	$ 100,858.00
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.	
Sub Total	**$ 103,358.00**
TOTAL FY2015 CDBG BUDGET	**$ 504,288.00**

Joplin HOME Consortium Program

Fiscal Year 2015

Finalized BUDGET

All amounts are subject to the availability of funds and may change without notice

Housing Rehabilitation Activities – ESC	$ 75,000.00
Description: Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.	Approx. 3 homes
CHDO Activities – ESC ($60,394.50=15% HUD Min. set-aside)	$ 90,000.00
Description: A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.	1 home
Homebuyer New Construction Activities – JAHFH	$ 153965.40
Description: Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.	2 homes
Program Administration Activities – City of Joplin	$ 35,440.60
Description: Pro-rata share of Planning/ Community Development staff and overhead.	
TOTAL FY2015 HOME BUDGET	**$ 354,406.00**

City of

Joplin

MISSOURI

Community Development Block Grant and HOME Partnership Investment Program

FY2015-2019

CONSOLIDATED PLAN

OMB Control No: 2506-0117 (exp. 07/31/2015)

Executive Summary

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

1. Introduction

The 2015-2019 Consolidated Plan for the City of Joplin, Missouri develops the goals and needs that will guide the City over the course of the next five years. Through needs and market analyses and strategic and action planning, the City developed these needs and goals and also created their FY2015 Action Plan.

2. Summary of the objectives and outcomes identified in the Plan

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

- Safe Decent Affordable HousinPublic Infrastructure, Facility and Business ImprovementPublic Services for Low Income and Special Needs Populations

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

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

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

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, neighborhood and public improvements. The programs the city has used to

address these needs have been well received by residents and neighborhood organizations. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service projects.

4. Summary of citizen participation process and consultation process

The process for developing this year's One Year Action Plan included:

- Two public meetings (November 20, 2012 at "Neighborhood Life House", a community Non-profit agency and February 26th, 2013 at the Joplin City Hall);
- Two 30 day public comment periods (November 21st – December 21st, 2012 and February 27th – March 29th, 2013);
- An advertised application period for public service grants (November 21st – December 14th of 2012);
- A public meeting was held on January 22nd, 2013 to allow public service grantees to present their project/proposals to the CDBG City Council sub-committee;

5. Summary of public comments

The June 10, 2013, public hearing generated both verbal and written comments regarding the usage of CDBG funds for the 2014-2018 Consolidated Planning Period. Generally the comments were that CDBG funds should go towards the support of development of the Main Street Corridor. The City received a number of comments from individuals wanting to see a business assistance or other program to promote economic development.

To adress these comments, the City of Joplin is utilizing Disaster Recovery Funds to improve walkability and infrastructure along the Main Street corridor. A lack of funding in FY2015 prevents any kind of assistance program from the annual allocation, but it could be a program down the line.

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

All comments were received during the meetings and public comment period; no comments were rejected as all were taken into consideration during the planning process.

7. Summary

See above

The Process

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

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

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

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

Table 1 – Responsible Agencies

Narrative

The City of Joplin's Community Development and Planning Department is responsible for preparing the Consolidated Plan. The City of Joplin's entitlement funding consists of the Community Development Block Grant (CDBG), which is administered by the Community Development and Planning Department. All CDBG programs are presided over by the Community Development and Planning Director.

Consolidated Plan Public Contact Information

Mr. Troy Bolander

Community Development and Planning Director

602 S Main Street

Joplin, MO 64804

(417) 624-0820

tbolande@joplinmo.org

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

1. Introduction

Consultation on the development of the plan began in December 2014, and was achieved through a variety of strategies, including public hearings, direct correspondence and meetings with stakeholders. All efforts were made to contact appropriate parties and obtain thorough input. These consultations, in conjunction with participation from citizens, provided the plan direction and scope.

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

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

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

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; we do not have any control over the allocation of ESG funds. However, we do provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS usage. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

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

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION OF THE SOUTHWEST AREA
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Education Service-Fair Housing Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are the city's primary CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies.
2	**Agency/Group/Organization**	JOPLIN AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Market Analysis Action Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income familes. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
3	**Agency/Group/Organization**	HOMELESS COALITION
	Agency/Group/Organization Type	Services-homeless Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Coalition is a valued contributor to the Joplin Consortium who is made up of members from around the Joplin Area. The Coalition was consulted for their expertise and data on homelessness in the area. In the future, they hope to develop a more cooperative way for shelters in our area to serve the needs of homeless persons.

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

All necessary parties (including housing providers, homeless coalitions, and the housing authority) were consulted during the planning and development process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

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

The City encouraged participation and comments on the Consolidated Plan by posting public hearing and needs assessment survey on the City's website at www.jeffcitymo.org. Notification of the Consolidated Plan process was sent out to City staff, Councilman, and area agencies. The City also had in-person meeting with area organizations including the Public Housing Authority, ESC, Habitat for Humanity, and the Homeless Coalition. This, in combination with our public input, determined the scope and direction of the plan.

PR-15 Citizen Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The first public hearing on the 2015-2019 Consolidated Plan was held in the basemenet conference room of City Hall on June 04, 2015 from 5:30 - 6:30 PM. Public notice was published within the Joplin Globe on May 20, 2015 and on www.joplinmo.org.

The second public hearing on the 2015-2019 Consolidated Plan was held in the Fifth Floor Study of City Hall on June 23, 2015 from 5:30 pm - 6:30 pm. Public notice was published within the Joplin Globe on June 7, 2015. Comments on the draft plan were accepted through July 24, 2015.

The draft Consolidated plan was presented to and approved by resolution by the Joplin City Council on August 3, 2015.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	City Staff, stakeholders, and media arrived to hear a presentation on the Consolidated planning process, previous years' funding and activities, and proposed ideas for future activities. Stakeholders in attendance included ESC, the Chamber of Commerce, and the City of Joplin.	No comments were received at or following this meeting.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	Stakeholders, media, and one concerned citizen arrived for the public hearing. Copies of the draft consolidated plan and a letter describing the process, identified needs, goals and this year's projects were provided to those in attendance.	During the public comment period, the City received a number of comments regarding development of South Main Street. The comments were heard and adapted into the plan as a goal; "Developing Infrastructure and Encouraging Economic Development." It should be noted that infrastructure improvements along the Main Street Corridor (including storm water, curbs, and sidewalks) will be one of many of the City's Disaster Recovery activities.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	Community Development Staff presented a resolution to adopt the draft Consolidated Plan at the August 3, 2015 City Council Meeting. Attendance was per the usual for bi-weekly City Council Meetings.			

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment section of the City of Joplin Consolidated Plan provides information on the housing needs and problems of residents of various income levels in the consortium area. This section also addresses the needs of those who are homeless; residents with special needs' and non-housing community development needs.

The NA used data that was prepopulated in IDIS by HUD; local data on the rental housing market was obtained from a recent area housing study sponsored by the city, but conducted by Bowen National Research.

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

Summary of Housing Needs

The Housing Needs Assessment section shows that households at all income levels and household types are burdened with housing problems such as lacking complete plumbing, overcrowding and cost burdens.

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population	45,504	118,579	161%
Households	19,196	45,554	137%
Median Income	$0.00	$0.00	

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	4,461	5,547	8,468	5,349	21,724
Small Family Households *	1,666	1,786	2,893	2,195	11,803
Large Family Households *	268	482	608	439	2,047
Household contains at least one person 62-74 years of age	518	1,029	1,945	1,041	3,640
Household contains at least one person age 75 or older	601	1,206	1,406	496	1,643
Households with one or more children 6 years old or younger *	1,375	1,126	1,517	1,030	3,004
* the highest income category for these family types is >80% HAMFI					

Table 6 - Total Households Table

Data Source: 2007-2011 CHAS

Housing Needs Summary Tables

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

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	20	70	37	0	127	8	15	45	0	68
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	35	60	45	140	10	40	50	0	100
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	149	223	45	110	527	10	40	103	84	237
Housing cost burden greater than 50% of income (and none of the above problems)	2,069	996	183	34	3,282	731	580	347	67	1,725
Housing cost burden greater than 30% of income (and none of the above problems)	329	1,091	1,603	134	3,157	208	574	1,426	768	2,976

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	172	0	0	0	172	119	0	0	0	119

Table 7 – Housing Problems Table

Data Source: 2007-2011 CHAS

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

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,249	1,331	326	189	4,095	760	675	546	147	2,128
Having none of four housing problems	843	2,028	3,206	1,548	7,625	327	1,519	4,397	3,474	9,717
Household has negative income, but none of the other housing problems	172	0	0	0	172	119	0	0	0	119

Table 8 – Housing Problems 2

Data Source: 2007-2011 CHAS

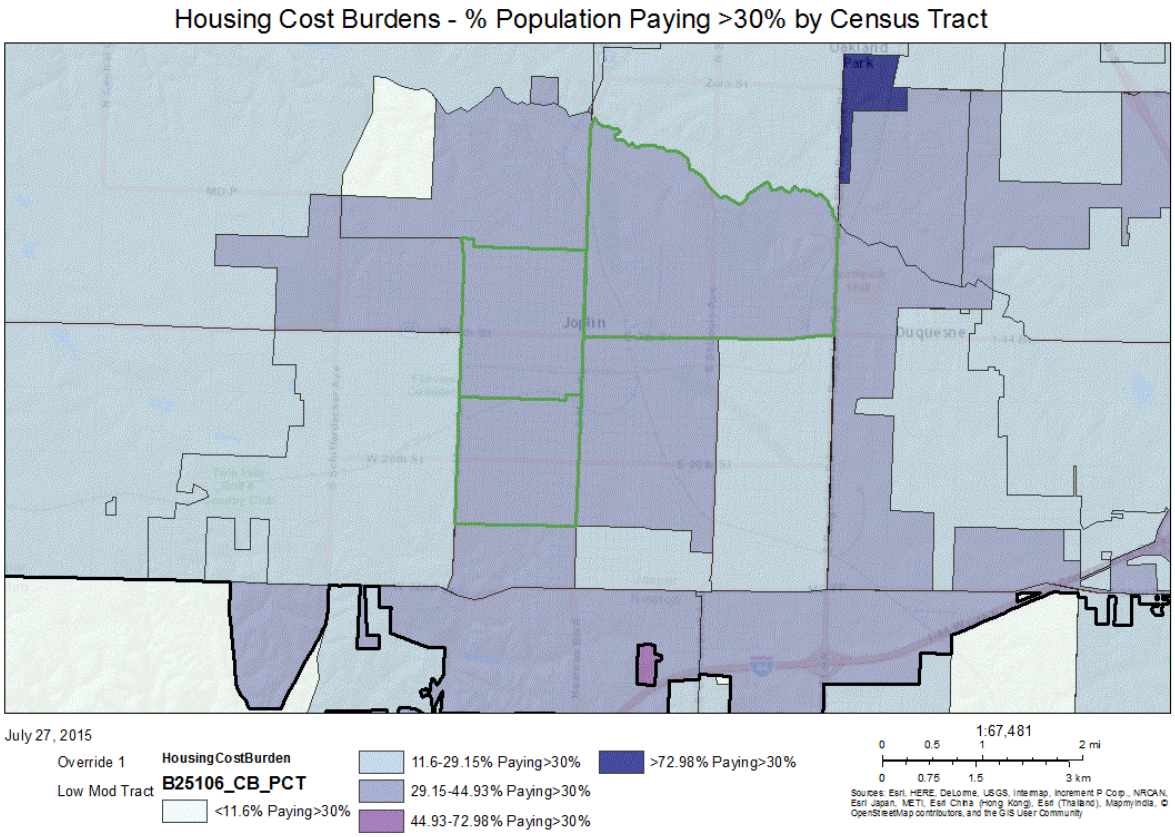
3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,160	1,023	819	3,002	232	348	621	1,201
Large Related	205	228	69	502	38	69	193	300
Elderly	329	489	379	1,197	460	561	590	1,611
Other	872	590	533	1,995	238	226	465	929

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Total need by income	2,566	2,330	1,800	6,696	968	1,204	1,869	4,041

Table 9 – Cost Burden > 30%

Data Source: 2007-2011 CHAS



Housing Cost Burdens - % Population Paying >30% by Census Tract

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,030	467	78	1,575	187	230	68	485
Large Related	205	14	10	229	28	0	0	28
Elderly	244	280	78	602	307	238	117	662
Other	748	277	15	1,040	228	119	166	513

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Total need by income	2,227	1,038	181	3,446	750	587	351	1,688

Table 10 – Cost Burden > 50%

Data Source: 2007-2011 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	139	243	50	130	562	20	50	134	44	248
Multiple, unrelated family households	10	15	20	0	45	0	30	19	40	89
Other, non-family households	0	45	40	25	110	0	0	0	0	0
Total need by income	149	303	110	155	717	20	80	153	84	337

Table 11 – Crowding Information - 1/2

Data Source: 2007-2011 CHAS

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

Table 12 – Crowding Information – 2/2

Data Source Comments:

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

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

What are the most common housing problems?

The most common housing problems for households in the Joplin area are housing cost burdens. Of the 3500 families in the 2007-2011 CHAS who had one or more of the four housing problems, 2976 had housing costs that exceeded 30% of their total income. In other words, a large number of people are overburdened by their cost of housing.

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

The greatest proportion of families affected by one or more of the four housing problems were those who had a household income between 0-50% AMI. According to the data retrieved from the 2007-2011 CHAS, of the 6223 families who have one or more the HUD housing problems, 5015 were at the 50% or below AMI level; this amounts to approximately 80%.

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

According to State of Missouri 2013-2017 Consolidated Plan the Homeless Prevention Rapid Re-Housing Program (HPRP) served 19,107 households in Missouri. Loss of job or underemployment were the typical characteristics of these households. MHDC has adjusted the Missouri Housing Trust Fund to meet the needs of those nearing the termination of HPRP assistance. The City of Joplin's Housing authority serves families who may be at risk of homelessness through voucher and public housing programs. In addition, the Homeless Coalition utilizes resources such as Lafayette House and other temporary shelters to transition families back into sustainable housing situations.

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

Not applicable

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

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

Introduction

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

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,101	725	179
White	3,240	691	124
Black / African American	260	15	0
Asian	20	10	24
American Indian, Alaska Native	50	0	4
Pacific Islander	10	0	0
Hispanic	435	0	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2007-2011 CHAS

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

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,568	1,486	0
White	3,147	1,445	0
Black / African American	120	19	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	4	0	0
American Indian, Alaska Native	66	0	0
Pacific Islander	0	0	0
Hispanic	150	14	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2007-2011 CHAS

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

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,521	4,988	0
White	3,090	4,698	0
Black / African American	80	65	0
Asian	0	4	0
American Indian, Alaska Native	90	52	0
Pacific Islander	4	0	0
Hispanic	137	84	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2007-2011 CHAS

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

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,136	3,855	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	1,011	3,561	0
Black / African American	20	95	0
Asian	20	0	0
American Indian, Alaska Native	29	43	0
Pacific Islander	0	0	0
Hispanic	10	89	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2007-2011 CHAS

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

Discussion

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

At the 0-30% AMI level, households of the White (79%) and Hispanic (10.6%) racial designations had a disproportionate need compared to the total population. At the 30-50% AMI level, households of the White (88%) racial designation had a disproportionate need compared to the total population. At the 50-80% AMI level, households of the White (87.7%) racial designation had a disproportionate need compared to the total population. And finally, at the 80-100% AMI level, households of the White (88.9%) racial designation had a disproportionate need compared to the total the population. At each level, however, whites and hispanics were the largest portion of the total population with housing problems.

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

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

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

Introduction

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

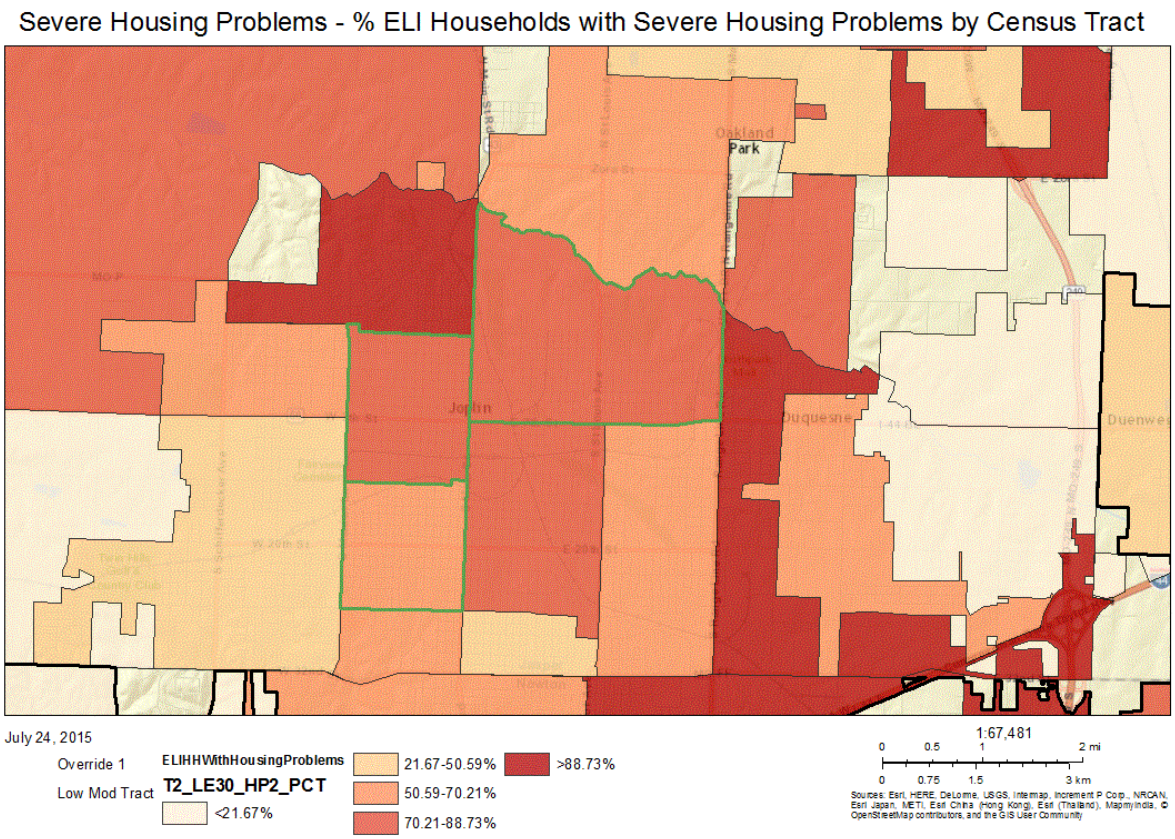
0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,510	1,324	179
White	2,704	1,250	124
Black / African American	260	15	0
Asian	10	15	24
American Indian, Alaska Native	50	0	4
Pacific Islander	10	0	0
Hispanic	435	0	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2007-2011 CHAS

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



Severe Housing Problems - % ELI Households with Severe Housing Problems by Census Tract

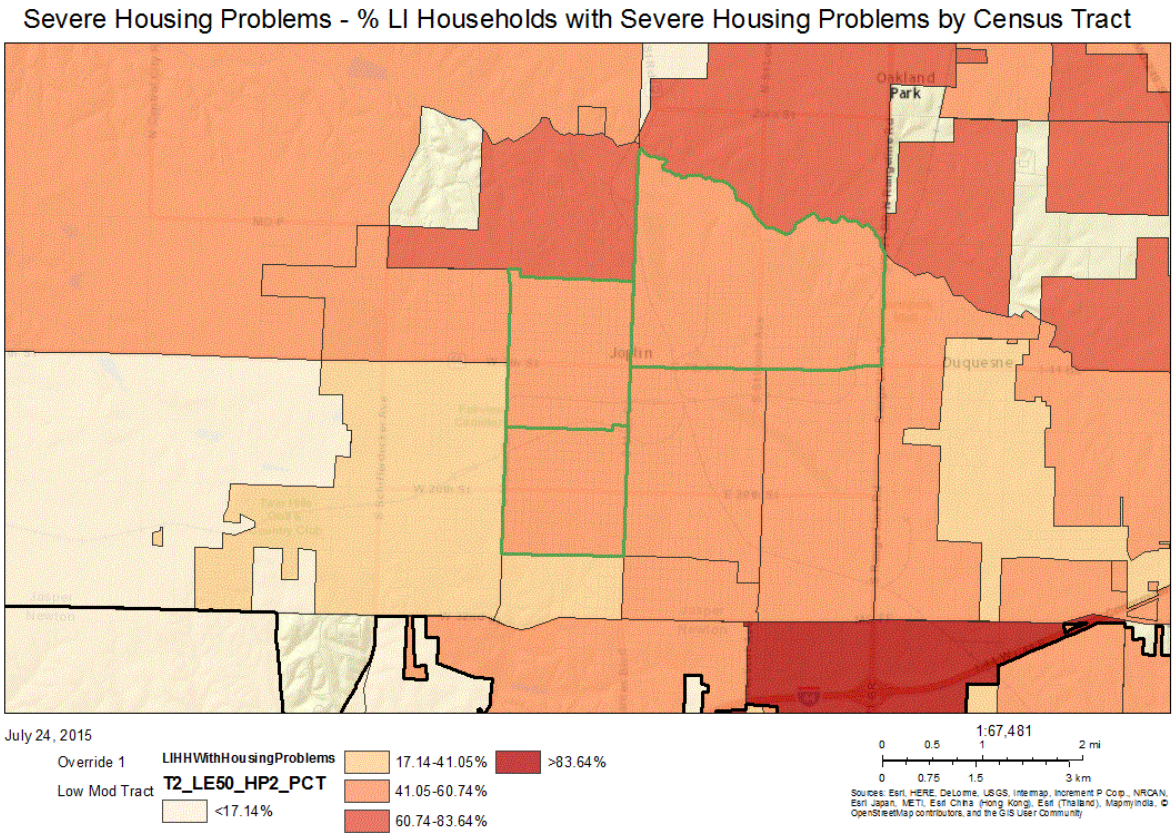
30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,589	3,458	0
White	1,409	3,197	0
Black / African American	45	95	0
Asian	4	0	0
American Indian, Alaska Native	14	50	0
Pacific Islander	0	0	0
Hispanic	95	69	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2007-2011 CHAS

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



Severe Housing Problems - % LI Households with Severe Housing Problems by Census Tract

50%-80% of Area Median Income

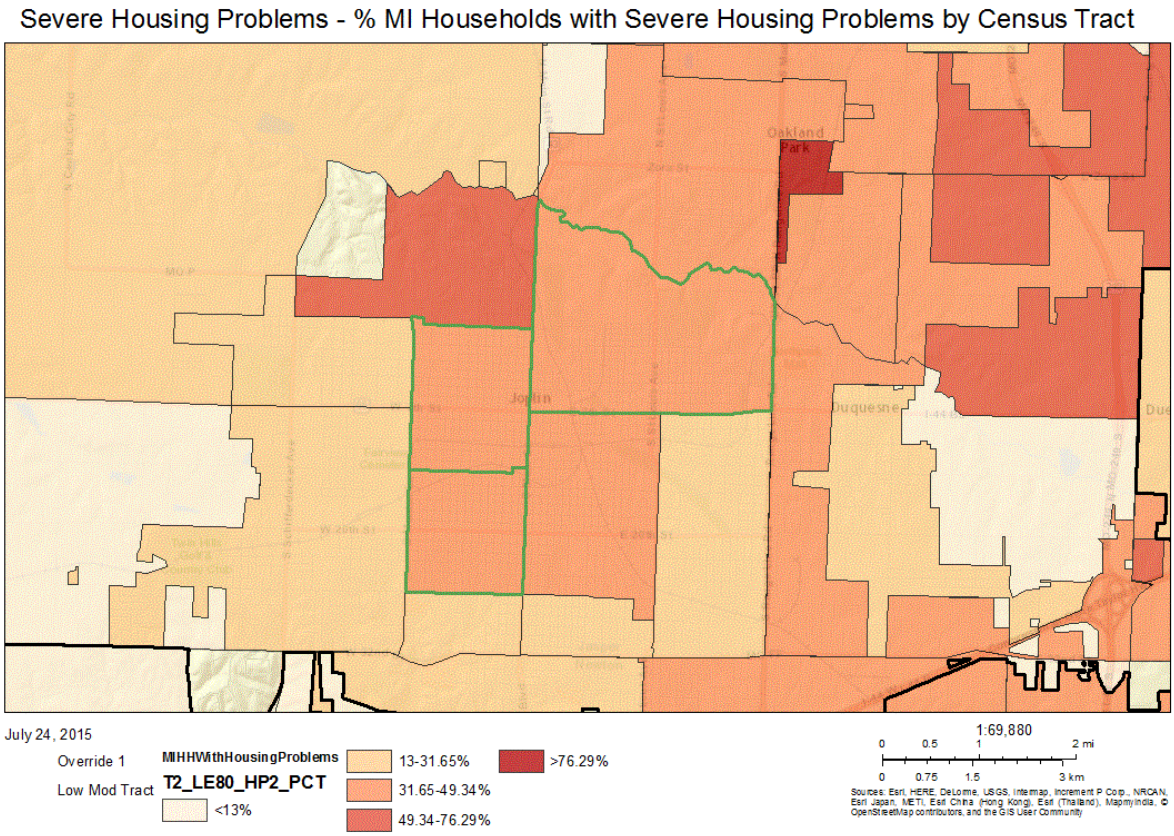
Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	621	7,900	0
White	450	7,351	0
Black / African American	30	120	0
Asian	0	4	0
American Indian, Alaska Native	15	128	0
Pacific Islander	4	0	0
Hispanic	69	152	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%



Severe Housing Problems - % MI Households with Severe Housing Problems by Census Tract

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	266	4,721	0
White	211	4,357	0
Black / African American	0	115	0
Asian	20	0	0
American Indian, Alaska Native	25	47	0
Pacific Islander	0	0	0
Hispanic	10	89	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2007-2011 CHAS

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

Discussion

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

At the 0-30% AMI level, households of White (77.2%) and Hispanic (12.4%) ethnic identification had a disproportionate need compared to the total population. At the 30-50% AMI level, households of White (88.7%) ethnic identification had a disproportionate need compared to the total population. At the 50-80% AMI level, households of White (72.5%) and Hispanic (11.1%) ethnic identification had a disproportionate need compared to the total population. And finally, at the 80-100% AMI level, households of White (79.3%) ethnic identification had a disproportionate need compared to the total population.

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

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

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

Introduction

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

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	31,122	7,341	5,330	189
White	29,221	6,540	4,387	134
Black / African American	324	145	335	0
Asian	274	10	14	24
American Indian, Alaska Native	367	141	65	4
Pacific Islander	4	0	10	0
Hispanic	665	249	429	0

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2007-2011 CHAS

Discussion

Review of the 2007-2011 CHAS data presented suggests that the City of Joplin's African American and Hispanic ethnic groups have a disproportionate percentage of their populations with housing cost burdens exceeding 30% of total income. Out of the total population of the City of Joplin, 28.93% of households had housing cost burdens that exceeded 30% of total income. In the African American and Hispanic communities, however, 59.7% and 50.4% - respectively - of total households had housing cost burdens that exceeded 30% of their total income.

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

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

The lowest income category has a disproportionate housing need compared to all other income brackets. This is because households in this income category normally cannot afford well-maintained housing units, or the expense of repairs or maitenance in an owned property. In the areas examined, minority ethnic group households (specifically those that were Hispanic or African American) has a disproportionate need compared to those of the total population.

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

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

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

Joplin is a majorly Caucasian Community; over 88 percent of the population is white. However, minority populations tend to live in low-moderate income census tracts in the City of Joplin. The greatest concentrations are found in Eastern and Downtown Joplin.

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

Introduction

The Joplin Public Housing Authority (JPHA) provides management and oversight of all units and vouchers. Data and narrative provided on public housing was developed in coordination with the JPHA.

The JPHA operates 275 units of public housing in the City of Joplin. Tha JPHA also administyers the Section 8 Housing Voucher Program for eligible families in the Joplin area. A Section 8 voucher assists eligible families pay the rent for apartments owned by private langlords. Participating families are responsible for finding an apartment and landlord that will accept the voucher. Families must meet income guidelines to qualify for the Section 8 voucher program. Both parties will enter into a lease agreement, with the tenant paying the security deposit. The JPHA inspects Section 8 properties prior to move-in and on a yearly basis to ensure that apartments comply with the HUD standards for safety, size and accessibility.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	168	453	0	435	14	0	0

Table 22 - Public Housing by Program Type

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

Data Source: PIC (PIH Information Center)

Housing Needs Waitlist

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	12,508	10,406	0	10,358	12,118	0
Average length of stay	0	0	3	4	0	4	0	0
Average Household size	0	0	1	1	0	1	2	0
# Homeless at admission	0	0	0	12	0	9	3	0
# of Elderly Program Participants (>62)	0	0	111	93	0	93	0	0
# of Disabled Families	0	0	30	231	0	219	9	0
# of Families requesting accessibility features	0	0	168	453	0	435	14	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	161	412	0	397	11	0	0
Black/African American	0	0	5	34	0	31	3	0	0
Asian	0	0	0	0	0	0	0	0	0
American Indian/Alaska Native	0	0	2	6	0	6	0	0	0
Pacific Islander	0	0	0	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	2	6	0	6	0	0	0
Not Hispanic	0	0	166	447	0	429	14	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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

Currently, the Public Housing Waiting List has 321 families on it. Fifty-one percent of these famileis are families with children. The majority of the families on the waiting list are small, with 63 percent qualifying for one bedroom units and 21 percent qualifying for two bedroom units. 46 families include elderly members, while 112 families have members who are disabled. 62 percent of the eligible families qualify as being extremely low income (an income that is less than 30 percent of the AMI). Therefore, there is a need for disabled and elderly public housing.

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

The City does not manage or oversee funding for the Joplin Public Housing Authority. The Housing Authority operates 275 public housing units and provides Section 8 assistance for an additional 500 families in the Joplin area.

Section 9.1 of the Joplin Public Housing Authority's 5 Year Annual Plan addressed the most immediate needs of residents of public housing and the Section 8 voucher program. They found a disporportionate need for public housing for families with members who or elderly or disabled and families of races or ethnicities with a disproportional need.

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

Like the City of Joplin as a whole, the greatest needs in public housing are for more affordable rents and a greater volume of units. One issue in the City of Joplin is a lack of elderly housing. Housing for the elderly is one of many projects being considered for funding with the Disaster Recovery funds.

Discussion

The Joplin Public Housing Authority (JPHA) provides management and oversight of all units and vouchers. Data and narrative provided on public housing was developed in coordination with the JPHA.

The JPHA operates 275 units of public housing in the City of Joplin. Tha JPHA also administyers the Section 8 Housing Voucher Program for eligible families in the Joplin area. A Section 8 voucher assists eligible families pay the rent for apartments owned by private langlords. Participating families are responsible for finding an apartment and landlord that will accept the voucher. Families must meet income guidelines to qualify for the Section 8 voucher program. Both parties will enter into a lease

agreement, with the tenant paying the security deposit. The JPHA inspects Section 8 properties prior to move-in and on a yearly basis to ensure that apartments comply with the HUD standards for safety, size and accessibility.

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

Introduction:

Homelessness data for the City of Joplin were primarily drawn from data collected by the Economic Security Corporation of the Southwest Area using HMIS and a 2013 Missouri Statewide Homelessness Study, published by the University of Missouri-St. Louis. The studies looked specifically at the homelessness rates for various demographic groups in the Joplin CoC. This data is summarized in the tables below and then subsequently explained and analyzed.

In 2011, the Joplin Area was struck by an EF5 tornado that destroyed or damaged a large number of homes and properties in the area. As a result, the area has seen large increases in the number of displaced and homeless individuals in the area. The Joplin CoC, however, does an excellent job of sheltering those in need. It is importaant to note. though, that the data may not be reflective of the total amount of assistance being delivered as some shelters in the area do not use the HMIS reporting system.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	7	135	0	0	0	0
Persons in Households with Only Children	0	7	0	0	0	0
Persons in Households with Only Adults	27	138	0	0	0	0
Chronically Homeless Individuals	16	19	0	0	0	0
Chronically Homeless Families	0	1	0	0	0	0
Veterans	4	41	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	0
Not Hispanic	0	0

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The Joplin CoC notes a total of 142 homeless families that include children and 45 families with veterans. Of those two groups only 7 households with children and 4 veterans remain unsheltered. One of the Joplin CoC's major goals laid out in their strategic plan is to prevent homelessness through actions such as foreclosure and rental assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Not applicable

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The Joplin CoC does an excellent job of sheltering a large percentage of its total homeless population. According to the point in time data gathered by ESC in January 2014, of the estimated total homeless population of 461 individuals, 62 were unsheltered. This means that 87% of the City of Joplin's homeless population is sheltered. Likewise, the 2013 Missouri State Homelessness Study showed that the City of Joplin had a sheltered to unsheltered ratio of 7:1, the second highest in the state.

Discussion:

Homelessness data for the City of Joplin were primarily drawn from data collected by the Economic Security Corporation of the Southwest Area using HMIS and a 2013 Missouri Statewide Homelessness Study, published by the University of Missouri-St. Louis. The studies looked specifically at the

homelessness rates for various demographic groups in the Joplin CoC. This data is summarized in the tables below and then subsequently explained and analyzed.

In 2011, the Joplin Area was struck by an EF5 tornado that destroyed or damaged a large number of homes and properties in the area. As a result, the area has seen large increases in the number of displaced and homeless individuals in the area. The Joplin CoC, however, does an excellent job of sheltering those in need. It is importaant to note. though, that the data may not be reflective of the total amount of assistance being delivered as some shelters in the area do not use the HMIS reporting system.

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

Introduction

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

There are consistent patterns between the special needs population and the increased risk for homelessness because of lack of adequate housing facilities and services available. These populations not only need permanent housing, but also integrated services to decrease their risk for homelessness. Funding is also always an issue when dealing with non-homeless needs. The amount of adequate funding never seems to be available.

Describe the characteristics of special needs populations in your community:

Persons with special needs are those that are physically, emotionally or mentally impaired or suffer from mental illness, developmentally disabled, a youth aging out of foster care, persons with addictions, HIV/AIDS and their families, and victims of domestic violence.

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

The City of Joplin has a number of programs and organizations that can meet the needs of special needs populations. Examples include Lafayette House, which serves as a shelter for victims of domestic violence and child abuse, Joplin Workshops, which employs individuals who are developmentally disabled, or ESC which serves underserved individuals with housing needs.

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

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

According to the Missouri Department of Health and Senior Services 2012 Epidemiologic profile there are 145 persons living with HIV within Jasper and Newton County. This figure does not include

individuals diagnosed in correctional facilities. The report can be viewed at http://health.mo.gov/data/hivstdaids/pdf/MOHIVSTD2012.pdf.

Discussion:

There are many organizations that work together to increase the housing and services for the special needs community. Team work between organizations plays an important role in the success of establishing and running effective programs. Coordination between these organizations efforts and programming and the City of Joplin is key.

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

Describe the jurisdiction's need for Public Facilities:

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

How were these needs determined?

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

Describe the jurisdiction's need for Public Improvements:

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

How were these needs determined?

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

Describe the jurisdiction's need for Public Services:

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

How were these needs determined?

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

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The following section provides data on the City of Joplin's housing inventory. Data in the next sections is based off a combination of a 2014 Housing Study Conducted by Bowen and data provided from the American Community Survey. Some of the key factors noted are the lack of affordable 1 and 2-bedroom units and the large percentage of homes that could pose lead-based paint risks.

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

Introduction

According to the ACS data, a large portion of housing in the Joplin Area are 1-unit structures. Of the total 51,313 structures in the area, 75% were 1-unit detached structures. Additionally, roughly 79% of owned units consisted of threee bedrooms or more, while 78% of rented units consisted of two or more bedrooms.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	38,717	75%
1-unit, attached structure	951	2%
2-4 units	4,711	9%
5-19 units	2,436	5%
20 or more units	1,227	2%
Mobile Home, boat, RV, van, etc	3,271	6%
Total	***51,313***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	41	0%	429	3%
1 bedroom	572	2%	3,036	19%
2 bedrooms	5,527	19%	7,190	45%
3 or more bedrooms	23,424	79%	5,335	33%
Total	***29,564***	***100%***	***15,990***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2007-2011 ACS

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

The Joplin Public Housing Authority oversees 275 families in public housing in addition to an additional 500 families who utilize Section 8 vouchers. The families served are majorly in the bottom 30 percent of the area median income. The largest groups served are families with seniors and families with seniors.

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

According to the City of Joplin's independent Public Housing Authority, rarely are Section 8 contracts allowed to expire. Their wait list is so large and the demand for public housing are so high that loss of inventory is rarely an issue. One issue that the City has had in recent years, though, is an inability for developers to construct homes using LIHTC.

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

While the area does have a large number of housing units available (both assisted and non), there are still housing unit needs for the population. For example, in the case of public housing, there are an estimated 321 people on the public housing waiting list and 220 on the Section 8 voucher waitlist. These families spend an average of 4 to 6 months on this waiting list

Describe the need for specific types of housing:

According to data provided by the JPHA, there are currently 201 families on the waitlist who need 1 bedroom public housing units. Comparitively there are 69 who need 2 bedroom, 46 in need of 3 bedroom and 4 in need of 4 bedroom. A 2012 Housing Needs Study performed for the City of Joplin by Bowen associates found that in order to meet replacement housing need in 2018, the city would need 73 housing units for families with an income less than $30,000 a year and 40 units for families with an income between $30,000 and $60,000 a year.

Discussion

According to the data provided by the ACS, the Joplin Housing Authority and Bowen Associated, the City of Joplin still has a shortfall when it comes to single-family housing. The biggest need of the area is affordable 2-3 bedroom homes for low-moderate income families. The May 2011 tornado caused the loss of a large portion of the City's affordable housing inventory in Census Tract 106, a qualified, low-income tract in the city. Affordability should be a primary concern of the city moving forward.

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

Introduction

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

Cost of Housing

	Base Year: 2000	Most Recent Year: 2011	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	10,264	64.2%
$500-999	5,484	34.3%
$1,000-1,499	165	1.0%
$1,500-1,999	46	0.3%
$2,000 or more	31	0.2%
Total	***15,990***	***100.0%***

Table 30 - Rent Paid

Data Source: 2007-2011 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	1,098	No Data
50% HAMFI	4,106	2,456
80% HAMFI	10,514	7,126
100% HAMFI	No Data	11,411
Total	***15,718***	***20,993***

Table 31 – Housing Affordability

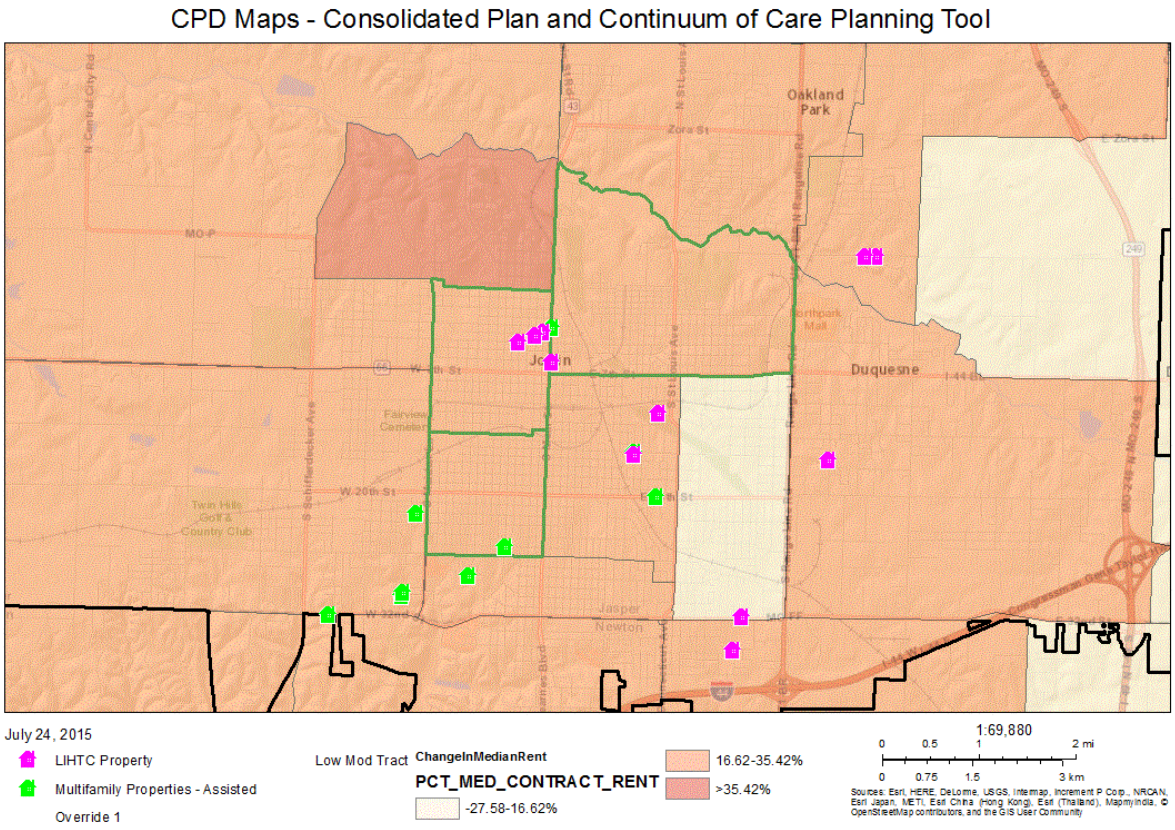
Data Source: 2007-2011 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	440	447	595	813	816
High HOME Rent	456	463	617	829	846
Low HOME Rent	446	463	573	663	740

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents



CPD Maps - Consolidated Plan and Continuum of Care Planning Tool

Is there sufficient housing for households at all income levels?

According to the 2009-2013 ACS the median cost of housing in Joplin was $687 monthly. Based on the HUD standards that a household should not pay more than 30% of its gross income for a housing unit to be considered an affordable unit, a household would need to earn $27,480 per year to affordably rent in the City of Joplin. The study estimated that 27.5% of renters in the city of Joplin are households who earn less than $20,000 a year and spend more than 30 percent of their income on rent costs alone; 14.4% of renters are households who earn between $20,000 and $34,999 and spend more than 30

percent of their income on rent costs alone. In total, 48.5% of renter households in the City of Joplin spend more than 30 percent of their gross income on rent alone.

The median value of a owner occupied housing unit in the City of Joplin is $99,800. Using the industy standard of three times income to afford a median priced home in the City of Joplin, a household would need to earn $33,300 to afford a home in the City of Joplin. The average monthly mortgage in the City of Joplin is $980 monthly. Furthermore, 28.7% of mortgage-owner households in the City fo Joplin spend more than 30 percent of their annual income on housing costs alone.

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

With the increase in rental and housing costs after the 2011 tornado, the affordability of residential units may decrease. Currently, 48.5% of renters and 28.7% of owners with a mortgage are in living arrangements that are not deemed affordable by HUD standards.

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

The Area Median Rent in the City of Joplin is significantly higher than HOME Rents and Fair Market Rent. According to a 2014 Bowen Housing Study, the median rent in September 2014 in the City of Joplin for a one-bedroom home was $572, $725 for a two-bedroom unit, and $753 for a three-bedroom unit. According to these numbers, three-bedroom units would be considered affordable, while the other two types of units are burdensome for families in the City of Joplin. Importance should be placed on making rent more affordable for area residents, be it through Section 8 vouchers, Tenant-Based Rental Assistance, or construction of additional rental housing.

Discussion

Home values have fluctuated in recent years. Foreclosures and short sales drastically reduced values from their housing boom value. Although this adjustment made many units affordable, the simultaneous economic downturn made acquiring these properties difficult. This, in addition to the May 2011 tornado experienced, has decreased housing supply and increased demand substantially. The housing market continues to stabilize, and the Neighborhood Stabilization Program and down payment assistance programs (such as JHAP) has allowed units to become and remain affordable. There are, however, many units in need of rehabilitation, which can increase the cost of these units. Previous tables and data paints a picture that cost burden may be the biggest housing problem for many households.

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

Introduction

The need for rehabilitation has already been discussed in previous sections. Many units in the Joplin area are older than 1999 (85% to be exact), thus needing repair to provide safe, decent, and affordable housing. Poor-conditioned units typically have one of the following problems: 1. lacks complete kitchen facilities 2. lacks complete plumbing facilities, 3. more than one person per room, 4. cost burden greater than 30%. According to the 2007-2011 ACS, 21% of owner occupied and 47% of renter occupied housing structures in the Joplin area have one or more of the selected housing conditions.

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

Substandard condition could be defined as housing that does not meet local building, fire health and safety codes. Substandard condition but suitable for rehabilitation may be defined as housing that does not meet the local building, fire, health and safety codes but is both financially and structurally feasible for rehabilitation. It may be financially unfeasible to rehab a substandard structure when costs exceed 30-50% of the assesed value of the property.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	6,108	21%	7,093	44%
With two selected Conditions	102	0%	407	3%
With three selected Conditions	37	0%	45	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	23,317	79%	8,445	53%
Total	***29,564***	***100%***	***15,990***	***100%***

Table 33 - Condition of Units

Data Source: 2007-2011 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	4,783	16%	2,476	15%
1980-1999	8,679	29%	4,801	30%
1950-1979	9,829	33%	5,576	35%
Before 1950	6,273	21%	3,137	20%
Total	***29,564***	***99%***	***15,990***	***100%***

Table 34 – Year Unit Built

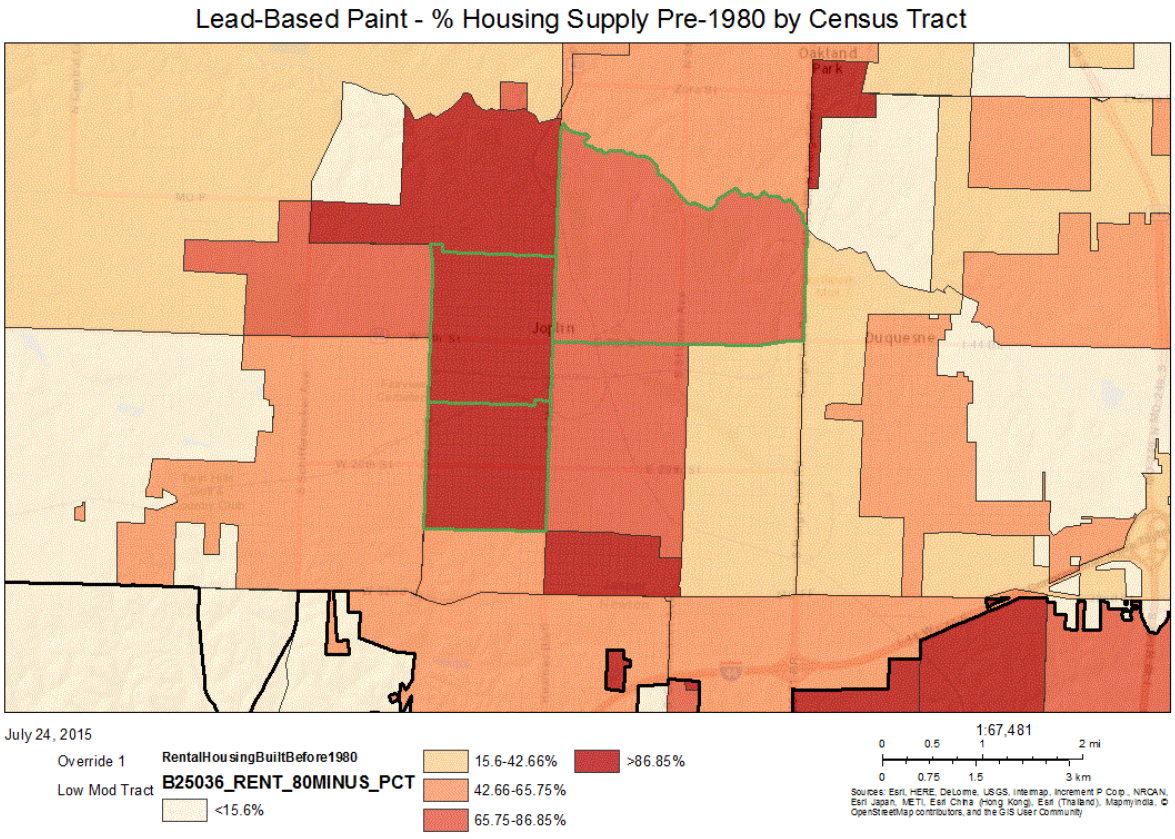
Data Source: 2007-2011 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	16,102	54%	8,713	54%
Housing Units build before 1980 with children present	2,680	9%	1,939	12%

Table 35 – Risk of Lead-Based Paint

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)



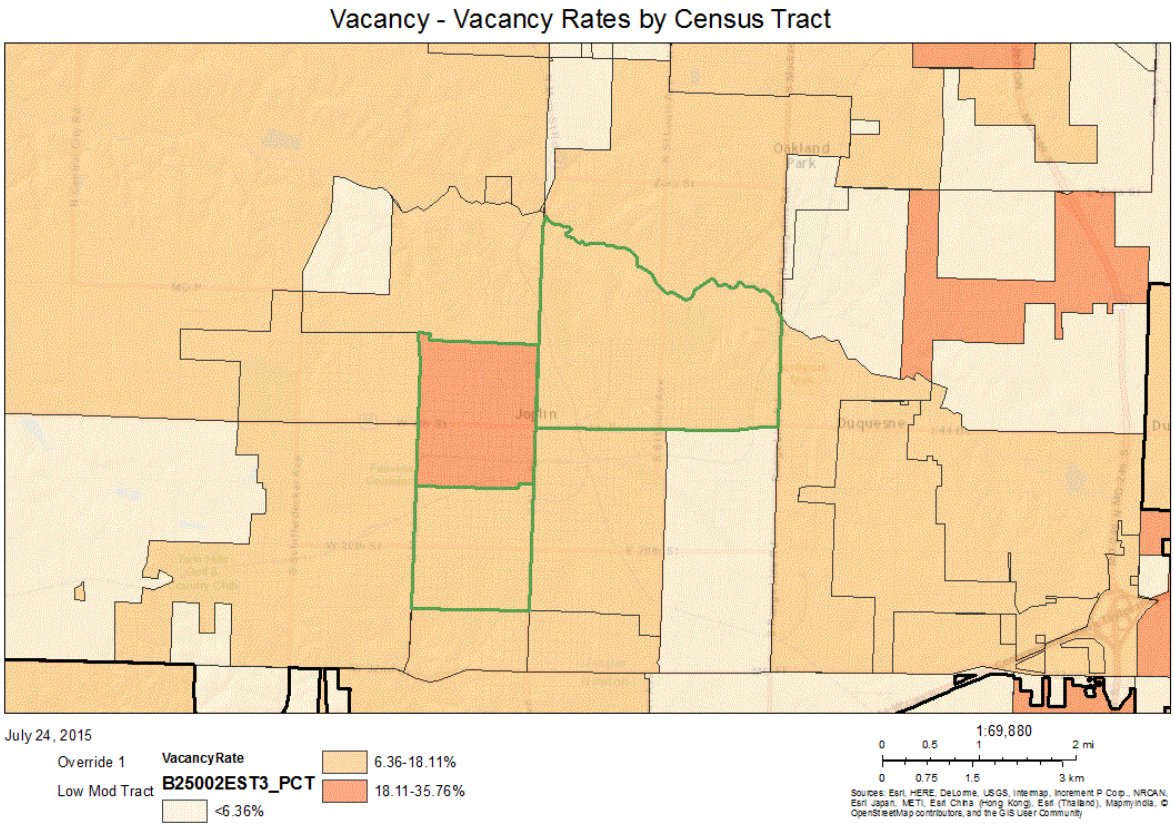
Lead-Based Paint - % Housing Supply Pre-1980 by Census Tract

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS



Vacancy - Vacancy Rates by Census Tract

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

The need for owner and rental rehabilitation is great due to the aging housing stock in the City of Joplin. Housing units may need rehabilitation for reasons such as code deficiencies, ADA modifications, energy efficiency, and general maitenance. Approximately 85% of housing units (rental or owner-occuppied) were built before 1999 and 21% of owner-occupied and 47% of rener-occupied households in the area have one of the selected housing problems.

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

Lead based paint was banned in 1978. Approximately 54% of housing in the City of Joplin was constructed before 1980, putting those houses at a higher risk of lead-based paint hazards. Approximately 54% of owners and 55% of renters live in homes that were constructed before 1980, meaning those households are at a higher risk of lead-based pain exposure.

Discussion

The existing housing stock in the city of Joplin is aging. Over 55% of units were constructed before 1980. This represents mulitple issues such as lead based paint exposure or homes that do not meet current code requirements of the City. There is a high likelihood the homes would not meet HUD standards either.

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

Introduction

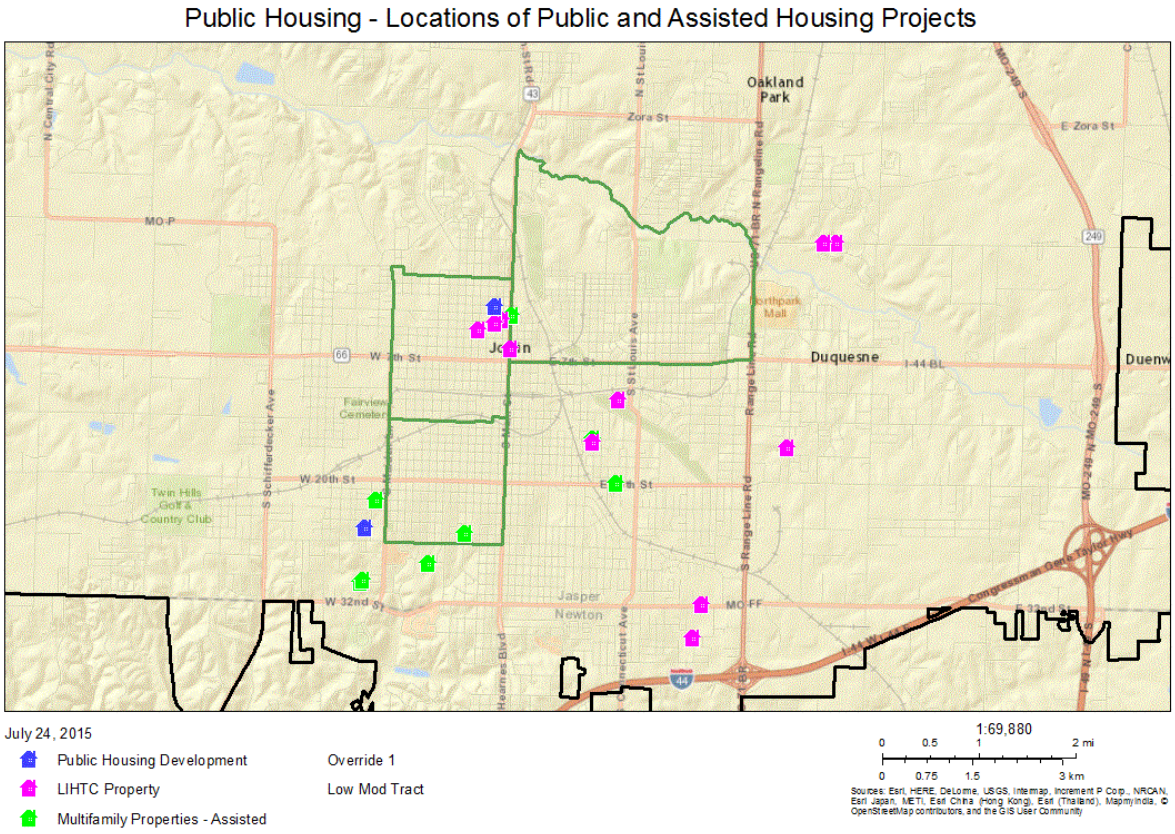
The City of Joplin does not manage or oversee the Public Housing Authority. The Authority submits its own reports and requests for HUD funding.

Totals Number of Units

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

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)



Public Housing - Locations of Public and Assisted Housing Projects

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

There are 275 total public housing units in the jurisdiction. The physical conditions of the units are superior as per the HUD Housing Quality Standards and the REAC annual inspection protocol

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

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

The Public Housing authority does an excellent job of upkeeping and repairing their existing units. Therefore, there is little need for rehabilitation or restoration at this time with their continued ability to sustain their existing inventory. A greater need that has been expressed is in the addition of additional public housing inventory.

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

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

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

Discussion:

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

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

Introduction

The City of Joplin contains a Homeless Coalition that seeks to track and rememdy needs and problems of the homeless in the Consortium area. There are a total of 11 members of the Coalition, and between them and all of their programs, they provide a total of 506 year round beds to serve the homeless population.

Facilities Targeted to Homeless Persons

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

Table 39 - Facilities Targeted to Homeless Persons

Data Source Comments:

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

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

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

The City of Joplin takes part in the area's Homeless Coalition, an organization aimed towards preventing and stopping homelessness. The Coalition is comprised of Carthage Crisis Center, Children's Haven of Southwest Missouri, Economic Security Corporation, Lafayette House, Missouri Department of Mental Health, Neosho Crosslines, Soul's Harbor, The H.O.U.S.E. Inc., VA, and Watered Gardens. In combination, these organizations provide a total of 506 year round beds through their programming. They seek to assist homeless persons in the Joplin Consortium.

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

Introduction

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

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

According to the U.S. Census 2010 American Community Survey there are 15,549 people (13.5% of the total population) in Jasper County with a disability (civilian, non-institutionalized). The 65 and over category has the largest percentage of disabled population, and the 18 to 64 category has the largest number of disabled persons. Data indicates the need for specialized housing for disabled persons, particularly given the high prevalence of disabilities in the older population groups. The need for specialized housing is dependent on the type of disability. Such housing may be specialized in terms of physical modifications, sleeping accommodations, organizational structure, security monitoring, and staffing with applicable supportive services.

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

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

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

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

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

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

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

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

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

There are no identified public policies that negatively impact affordable housing and residential investment. The current Analysis of Impediments to Fair Housing for City of Joplin found a number of local barriers. Barriers included 1) lack of adequate funding allocated for fair housing enforcement and outreach activities; 2) lack of fair housing awareness; inadequate information and awareness of City's housing programs; 3) lack of fair housing testing to determine where fair housing discrimination is taking place; 4) concentration of affordable rental housing in certain neighborhoods with higher minority and low income populations; 5) need for ADA education and the lack of availability of housing for persons with disabilities; and 6) lack of specific and comprehensive planning efforts around affirmatively furthering fair housing in the City of Joplin.

2015-2019 Consolidated Plan goals and projects will attempt to address these barriers. . The City will place Fair Housing brochures from the website along with other Citizen Informational Series within City Hall.

A Fair Housing proclamation, symposium and poster contest were held during the month of April 2015 to bring awareness to the issue of Fair Housing

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

Introduction

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	100	22	1	0	-1
Arts, Entertainment, Accommodations	2,036	3,966	12	10	-2
Construction	611	1,066	4	3	-1
Education and Health Care Services	4,035	10,667	24	28	4
Finance, Insurance, and Real Estate	704	1,419	4	4	0
Information	309	638	2	2	0
Manufacturing	2,913	4,995	17	13	-4
Other Services	753	1,580	4	4	0
Professional, Scientific, Management Services	843	1,570	5	4	-1
Public Administration	0	0	0	0	0
Retail Trade	2,468	5,494	15	15	0
Transportation and Warehousing	1,318	4,562	8	12	4
Wholesale Trade	814	1,836	5	5	0
Total	16,904	37,815	--	--	--

Table 40 - Business Activity

Data Source: 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	26,122
Civilian Employed Population 16 years and over	23,800
Unemployment Rate	8.89
Unemployment Rate for Ages 16-24	31.32
Unemployment Rate for Ages 25-65	5.62

Table 41 - Labor Force

Data Source: 2007-2011 ACS

Occupations by Sector	Number of People
Management, business and financial	4,065
Farming, fisheries and forestry occupations	1,034
Service	2,824
Sales and office	6,846
Construction, extraction, maintenance and repair	1,858
Production, transportation and material moving	1,772

Table 42 – Occupations by Sector

Data Source: 2007-2011 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	19,963	88%
30-59 Minutes	2,045	9%
60 or More Minutes	670	3%
Total	***22,678***	***100%***

Table 43 - Travel Time

Data Source: 2007-2011 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1,861	274	1,239
High school graduate (includes equivalency)	5,113	436	1,878
Some college or Associate's degree	6,694	581	1,488
Bachelor's degree or higher	4,322	113	937

Table 44 - Educational Attainment by Employment Status

Data Source: 2007-2011 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	**25–34 yrs**	**35–44 yrs**	**45–65 yrs**	**65+ yrs**
Less than 9th grade	39	88	245	351	648
9th to 12th grade, no diploma	1,287	836	620	1,234	1,047
High school graduate, GED, or alternative	2,069	2,183	1,660	3,584	2,460
Some college, no degree	2,632	2,113	1,660	2,982	1,609
Associate's degree	160	573	434	1,001	257
Bachelor's degree	559	1,028	971	1,523	765
Graduate or professional degree	23	343	403	1,132	616

Table 45 - Educational Attainment by Age

Data Source: 2007-2011 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	17,620
High school graduate (includes equivalency)	23,483
Some college or Associate's degree	26,262
Bachelor's degree	35,848
Graduate or professional degree	56,128

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2007-2011 ACS

MA-50 Needs and Market Analysis Discussion

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

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

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

Eastern Joplin tends to have a larger concentration of minority populations. In addition, the low-moderate income census tracts listed above have higher concentations than the rest of the City.

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

Increased concentrations of racial or ethnic populations are frequently not due to steering by real estate or lending agents, but rather to the preferences of those populations to live in areas with family, friends, and other similar support systems within their neighborhood.

Are there any community assets in these areas/neighborhoods?

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

Are there other strategic opportunities in any of these areas?

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

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section contains the Strategic Plan for Housing and Community Development that will guide the City of Joplin's allocation of HOME and Community Development Block Grand funding during the 2015-2019 planning period.

The City of Joplin's goals for the 2015-2019 period focus on a number of identified high priority needs, and has targeted available resources toward several specific goals that are designed to address those needs. These needs include housing assistance for low income persons, the elderly, homeless, and special needs persons, public improvements and facilities for low and moderate income persons.

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

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

Geographic Area

Table 47 - Geographic Priority Areas

1	**Area Name:**	Main Street
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Commercial
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The Main Street development area is the area within two blocks east or west of main from 26th Street north to F Street.
	Include specific housing and commercial characteristics of this target area.	Main Street, using the parameters described is a diverse mix of historic and modern frontages. One of the main challenges with Main Street, however, is the poor infrastructure and lack of new businesses near the 26th Street intersection.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The City of Joplin received a number of public comments regarding desire to revitalize the Main Street corridor. Most comments specifically referred to Southern Main Street (the area between 15th and 26th Streets). During our Disaster Recover Capital Planning Process, two of the proposed stakeholder projects (a Joplin Business Assistance Program and a Micro-Enterprise Development Zone) aimed to provide incentives to new and returning businesses on Main Street. Unfortunately, neither of these projects were elected to be funded by City Council.

	Identify the needs in this target area.	The Main Street Corridor runs along all of the target LMI Census tracts and is in the center (geographically) of the tornado and annual allocation redevelopment areas. One of the greatest needs of the area is Economic Development. A number of lots are vacant in the area due to the dislocation of businesses after the tornado and a lack of interest from previous owners in coming back. Another issue is infrastructure; the area is in woeful need of sidewalk and infrastructure improvements along the corridor. Luckily, one of the projects moving forward with Disaster Recovery funds in a Main Street Streetscape project that will seek to improve these conditions.
	What are the opportunities for improvement in this target area?	One opportunity for improvement, as identified above, is in the infrastructure. Therefore, infrastructure will be a top priority moving forward in this target area's development. Second, would be the potential for a program to encourage business redevelopment. Such a project could allow the area to flourish. However, as stated below, there are risks associated with such a program.
	Are there barriers to improvement in this target area?	One of the largest barriers to improvement in this area is interest from previous or potentially new business owners. In order for the area to develop, there has to be developers and micro-enterprises willing to build there. Even with all of the planned infrastructure improvements, businesses have to want to start or come back.
2	**Area Name:**	Census Tract 110
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	

	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
3	**Area Name:**	Census Tract 108
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
4	**Area Name:**	Census Tract 106

	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
5	**Area Name:**	Census Tract 101
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	

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

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

Target districts were selected based on LMI Census Tracts and historic preservation areas. The three major Qualified Census Tracts in the City of Joplin are Census Tracts 101, 106, and 110. These three tracts have been the target of a number of housing projects in the past with HOME, NSP and CDBG funds. However, the City will focus on more concentrated "neighborhood" approaches in the future. In focusing our efforts, we can make a bigger impact in the lives of individuals.

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

Priority Needs

Table 48 – Priority Needs Summary

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

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

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

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

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

Narrative (Optional)

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

the Tornado Effected Area were also considered as a baseline for needs and services the public would like to see.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Joplin typically uses its CDBG and HOME allocations towards fowarding the three primary goals of HUD: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons. The City accomplishes these goals through a number of different types of projects and activities. For FY2015, the City's allocation amounts are $354,406 for HOME and $504,288 for CDBG.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	504,288	0	0	504,288	2,000,000	On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	354,406	0	0	354,406	1,500,000	On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.

Table 49 - Anticipated Resources

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

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

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

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

Discussion

Using the City's annual allocations over the course of the next five years, the City's goal will be to develop and revitalize the low-mod areas of the community. By combining multiple funding sources into concentrated, blighted areas of the City, residents will be able to see more immediate impacts of the work that is being done.

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

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

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
JOPLIN	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
JOPLIN AREA HABITAT FOR HUMANITY	Non-profit organizations	Ownership Rental	Region
ECONOMIC SECURITY OF SOUTHWEST AREA	CHDO	Ownership Planning Public Housing Rental	Region
ECONOMIC SECURITY CORPORATION	Non-profit organizations	Homelessness Ownership Planning Public Housing Rental	Region

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The activities that will be carried out in the consolidated plan will primarily be completed by the City of Joplin. The City uses non-profit organizations like Economic Security Corporation and Habitat for Humanity as developers. In other words, the City assumes the role as responsible entity and uses these non-profit organizations to identify and serve low-moderate income families using the HUD allocation. Agency partners work well with the City and with each other, and there are not any identified gaps in the delivery system.

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

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

Table 51 - Homeless Prevention Services Summary

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

The delivery of listed services meets the needs of the homeless individuals and families when they are referred to providers who offer the services. In instances where the homeless are identified through outreach, interaction includes information on services.

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

Unfortunately, the City of Joplin does not have one centrallized referral system (due to the non-cooperation of some service providers). Currently, the Consortium's Homeless Coalition is looking at ways in which to develop such a system, potenitally using CDBG funding. Special needs populations

have their needs provided for by a number of organizations in the area like the Area Agency on Aging and Independent Living Center.

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

Priority needs for the area will be met through partnerships between the City of Joplin and non-profit organizations located within the jurisdiction. Through these agreements, the City can meet the needs of homeless, special needs, elderly, and low-mod populations. Gaps in meeting the priority needs of the area shall be evaluated and addressed on an annual basis.

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

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide safe, decent affordable housing	2015	2019	Affordable Housing	Census Tract 110 Census Tract 106 Census Tract 101 Census Tract 108 Citywide	Safe Decent Affordable Housing	CDBG: $0 HOME: $1,854,406	Homeowner Housing Added: 20 Household Housing Unit Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2015	2019	Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Infrastructure and Facility Improvements	CDBG: $2,284,788 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 80 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Improve Livelihood through Public Service Activity	2015	2019	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108 Citywide	Public Services for Low Income and Special Needs	CDBG: $219,500	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted Homelessness Prevention: 100 Persons Assisted Jobs created/retained: 25 Jobs

Table 52 – Goals Summary

Goal Descriptions

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

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

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

The City of Joplin will assist extremely low-income, low-income and moderate income families who meet the existing HUD income restrictions with programs such as new construction, acquisition, and rehab programs for homeowners. It is estimated that the district will serve more than 40 households during the five year (2015-2019) period.

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

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

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

Activities to Increase Resident Involvements

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

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

No

Plan to remove the 'troubled' designation

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

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

Barriers to Affordable Housing

There are no identified public policies that negatively impact affordable housing and residential investment. The current Analysis of Impediments to Fair Housing for City of Joplin found a number of local barriers. Barriers included 1) lack of adequate funding allocated for fair housing enforcement and outreach activities; 2) lack of fair housing awareness; inadequate information and awareness of Cityâ¿¿s housing programs; 3) lack of fair housing testing to determine where fair housing discrimination is taking place; 4) concentration of affordable rental housing in certain neighborhoods with higher minority and low income populations; 5) need for ADA education and the lack of availability of housing for persons with disabilities; and 6) lack of specific and comprehensive planning efforts around affirmatively furthering fair housing in the City of Joplin.

2015-2019 Consolidated Plan goals and projects will attempt to address these barriers. . The City will place Fair Housing brochures from the website along with other Citizen Informational Series within City Hall.

AÂ Fair Housing proclamation, symposium and poster contest were held during the month of April 2015 to bring awareness to the issue of Fair Housing

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City plans to continue the homeowner support programs. These programs assist homeowners with rehabilitation up to $25,000 in terms of accessibility, energy efficiency and/or code violations. By providing the means to complete appropriate rehab may help a homeowner stay within their home.

In addition, the City will also continue its new construction program. This program utilizes HOME funds to provide an income-eligible applicant with a safe, affordable home. The City is normally able to construct between three to five new homes through this type of activity.

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

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

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

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

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

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

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

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

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

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

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

There are many antipoverty programs offered by local agencies in Joplin area. The antipoverty goals and strategies are to help individuals and families rise above the poverty level, become selfsufficient, and eliminate barriers to success. To achieve this goal, the City plans to provide up to 15% of CDBG funds to be allocated for public assistance. Local non-profit organizations may be able to apply for funds for new services or quantifiable increase to existing services. Services may include education, job training, TBRA, etc. This new funding opportunity paired with other services local non-profits provide may assist in reducing the number of poverty-level families.

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

Providing public assistance funding to nonprofits may aid in providing affordable housing by means of TBRA, job training, and education. Many of the public service grants offered by the City in the past have aimed to provide greater access to community services for low-income individuals. Some examples include scholarships for afterschool or summer day care programs or ADA accessibility in shelters. In addition, HOME new-construction and rehabilitation projects can allow applicants to live in more affordable housing. Any Rehabilitation or New Construction Project undertaken with HOME funds incluedes homebuyer education, which helps to prevent foreclosures or other financial burdens that may arise with homeownership.

SP-80 Monitoring - 91.230

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

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

Expected Resources

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

Introduction

The City of Joplin typically uses its CDBG and HOME allocations towards fowarding the three primary goals of HUD: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons. The City accomplishes these goals through a number of different types of projects and activities. For FY2015, the City's allocation amounts are $354,406 for HOME and $504,288 for CDBG.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	504,288	0	0	504,288	2,000,000	On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	354,406	0	0	354,406	1,500,000	On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.

Table 53 - Expected Resources – Priority Table

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

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

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

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

Discussion

Using the City's annual allocations over the course of the next five years, the City's goal will be to develop and revitalize the low-mod areas of the community. By combining multiple funding sources into concentrated, blighted areas of the City, residents will be able to see more immediate impacts of the work that is being done.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide safe, decent affordable housing	2015	2019	Affordable Housing	Census Tract 106 Census Tract 101	Safe Decent Affordable Housing	CDBG: $0 HOME: $318,965	Homeowner Housing Added: 3 Household Housing Unit Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2015	2019	Non-Housing Community Development	Census Tract 106 Census Tract 101	Public Infrastructure and Facility Improvements	CDBG: $386,500 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7600 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 7600 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Improve Livelihood through Public Service Activity	2015	2019	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Services for Low Income and Special Needs	CDBG: $19,500	Homelessness Prevention: 100 Persons Assisted

Table 54 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the Murphysburg District, a Low-Mod area.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Providing for the reapair and rehabilitation of infrastructure in the Murphysburg District. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems.
3	**Goal Name**	Improve Livelihood through Public Service Activity
	Goal Description	Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board.

AP-35 Projects - 91.420, 91.220(d)

Introduction

#	Project Name
1	NID V - Infrastructure
2	Public Service Activities
3	CDBG Administration and Planning
4	Homebuyer New Construction
5	CHDO New Construction
6	Owner Occupied Rehabilitation
7	HOME Project Administration

Table 55 – Project Information

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

Selected projects are based off of previous work we have done, what has yielded the most success, and future plans for development. Geographic priorities are based off of Low-Moderate Income Census Tracts.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	NID V - Infrastructure
	Target Area	Census Tract 101
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $383,930
	Description	
	Target Date	12/31/2016
	Estimate the number and type of families that will benefit from the proposed activities	The City of Joplin seeks to improve the livelihood of of the low-moderate income families living within the census tract through infrastructure improvements. Through the improvements, the City may benefit an estimated 300 households and numerous others through this area benefit.
	Location Description	The City of Joplin will continue its infrastructure improvements in the Joe Becker Stadium and Broadway corridors, commonly referred to as "East Town" by residents in the area. The area is classified as a Low-Mod Census Tract.
	Planned Activities	Infrastructure improvements: including: sidewalk and road improvements, sanitary sewer, and storm water management in a low-mod census tract. The goal is to improve walkability, accessibility and living conditions for the low-moderate income population living within the census tract.
2	**Project Name**	Public Service Activities
	Target Area	Citywide
	Goals Supported	Improve Livelihood through Public Service Activity
	Needs Addressed	Public Services for Low Income and Special Needs
	Funding	CDBG: $17,000
	Description	Public Service Activities designed to serve the basic needs of underprivileged populations in the City of Joplin. Examples include reimbursement of the Homeless Coalition for their HMIS system and scholarships for Joplin Family Y Members who are low-moderate income.
	Target Date	12/31/2016

	Estimate the number and type of families that will benefit from the proposed activities	The City will assist the area's Homeless Coalition in their use of their HMIS System. By providing the funds for this system, the City will benefit the area homeless population.
	Location Description	
	Planned Activities	Reimbursement of the Homeless Coalition for the use of their HMIS system.
3	**Project Name**	CDBG Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	CDBG: $103,358
	Description	Administration and Planning Activities for FY2015.
	Target Date	12/31/2016
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	General Administration which includes implementation of programs and salaries for staff and an allocation to support the Community Housing Resource Board, an organization that supports fair housing in the Joplin area.
4	**Project Name**	Homebuyer New Construction
	Target Area	Census Tract 101
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $153,965
	Description	Construction of new homes for LMI families through a partnership with Joplin Area Habitat for Humanity

	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	The construction of new housing for low-moderate families will directly impact two households, providing them with a safe, decent and affordable place to live.
	Location Description	The target location for these activities is in the Joe Becker Stadium area, improving the livelihood of a low-moderate census tract.
	Planned Activities	Construction of new housing through an agreement with Habitat for Humanity.Â
5	**Project Name**	CHDO New Construction
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $90,000
	Description	Construction of housing through partnership with the City of Joplin's designated Community Housing Development Organization, Economic Security Corporation.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	One low-moderate income family will be provided with safe, decent and affordable housing through this project and its activities.
	Location Description	ESC will determine the specific project location before funds are committed.Â
	Planned Activities	New Construction of one new home for a low-moderate income family through a CHDO agreement.
6	**Project Name**	Owner Occupied Rehabilitation
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $75,000
	Description	Funding will be provided to Economic Security Corporation who will act as a subrecipient and manage a owner occupied housing rehabilitation project on behalf of the City of Joplin.

	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	These funds will be used towards the rehabilitation of at least three homes of low-moderate income households.
	Location Description	Specific project locations have yet to be determined, but ESC will be urged to consider projects in FY2015 target areas.
	Planned Activities	A rehabilitation activity managed by Economic Security Corporation where the goal willbe the rehabilitation of at least three owner-occupied units.
7	**Project Name**	HOME Project Administration
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	HOME: $35,441
	Description	Pro-rata share of Planning/Community Development staff, overhead, and administrative costs.
	Target Date	12/31/2016
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the Joplin Consortium's HOME projects and activities.

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

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

The City has several census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106, 108, and 110. Public improvements for FY 2015 will be concentrated in tract 101. Utilizing HOME funds, several housing projects will be located in this area as well in order to make more comprehensive improvements within the tract. Other HOME projects will be located within the Consortia area.

Geographic Distribution

Target Area	Percentage of Funds
Census Tract 110	
Census Tract 106	
Census Tract 101	62.6%
Main Street	
Census Tract 108	
Citywide (Requires Proof of LMI Benefit)	37.4%

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

By concentrating a large portion of our funds on a specific area, we can make a more profound impact. Census Tract 101 is an area that has been identified as high need by city staff and residents who currently reside in the area.

Affordable Housing

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

Introduction

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

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

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	3
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	6

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

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

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

Introduction

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

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

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; recduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-suficiency of residents.

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

One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits.

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

Not applicable according to the Housing Authority.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 3, 2015

Item: FY 2015-2019 CDBG & HOME Consolidated Plan and FY 2015Action Plan
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) 2015-2019 CDBG & HOME Consolidated Plan and FY2015 Action Plan
2) 2015 Budgets
3) Resolution No. 2015-013

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

Recommended Action: Approval of Resolution No. 2015-013

DISCUSSION:

The following is a resolution that authorizes the filing of a Five Year Consolidated Plan and One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year(s) 2015-2019. The Five Year Consolidated Plan identifies the needs and goals that will guide Action Plans of the area over the course of the next five years. The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document.

The process for developing the Five Year Consolidated Plan and One Year Action Plan included:

Two public meetings (June 3rd, 2015 at the Joplin City Hall and June 23rd, 2015 at the Joplin City Hall);
One 30 day public comment periods (June 24th – July 24th, 2015);

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

Initial estimates for FY 2015 allocations are approximately $504,288 in CDBG assistance and $354,406.00 in HOME assistance.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

COUNCIL BILL NO. 2015 – 361 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1222 S. Grand Ave. in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred Forty Nine and 00/100 Dollar (2,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of Two Thousand Seven Hundred Forty Nine Hundred 00/100 Dollars ($2,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1222 S. Grand Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1222 S. Grand Ave. and legally described as:

ALL OF LOT NUMBERED SIXTY ONE (61) IN JOHN C. COX JR'S FOURTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF

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

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

_____, 2015, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

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

CLOSING DATE:	15-Jul-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	1222 S. Grand Ave

COMPANY	BIDS
BJHE	$4,250.00
B & D Yardbuilders	$3,845.00
Jordan Disposal	$3,295.00
Nelson's Enterprises	$2,749.00


COUNCIL BILL 2015-361
1222 S. GRAND AVE.


FOR SALE





City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 3, 2015

Item: COUNCIL BILL NO. 2015-361
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 361
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures and any remaining debris including foundation and footings located at 1222 S. Grand Ave.

Summary: The above listed address was "tagged" as a dangerous building on December 29, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 10, 2015. An advertisement for bids was published in the Joplin Globe with bids being received on July 15, 2015. At that time bids were received as follows:

Jordan Disposal	$ 3,295.00
Nelson Demolition	$ 2,749.00
Big Johns	$ 4,250.00
B & D Yard builders	$ 3,845.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Nelson Demolition for the amount of $ 2,749.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 3, 2015

ITEM: COUNCIL BILL NO. 2015-458

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: WIC LOCAL AGENCY NUTRITION SERVICES, PROGRAM SERVICES CONTRACT; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2015-2016.

DISCUSSION:
This contract is the annual renewal of the agreement between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

This contract is for the period of October 1, 2015 through September 30, 2016. The contract calls for the City of Joplin Health Department to provide WIC services that include food instruments (checks) redeemable for specific nutritional foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper County. The contract calls for the city to provide services for up to 42,052 clients and for a total cost reimbursement of up to $630,985.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2015-2016 city budget.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-458 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2015 and running through September 30, 2016, for the amount of up to Six Hundred Thirty Thousand, Nine Hundred Eighty-Five Dollars and no Cents ($630,985.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval and return prior to the beginning of the federal fiscal year, October 1, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of August, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**
41550	WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2015	9/30/2016	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
446000196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

WIC: Local Agency Nutrition Services

1. GENERAL

1.1 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2015 through September 30, 2016.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services
Program Contact: Kathleen Davis
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-526-2821
Email: kathleen.davis.@health.mo.gov

2. PURPOSE

2.1 The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program) was established to provide nutrition education and breastfeeding support, nutritious supplemental foods, and referrals to other health and social services at no cost to eligible persons.

2.2 The WIC Program serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems and improve the health of those served.

2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of the WIC Program to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

2.4 The terms of this contract are derived from the language set forth in 7 C.F.R. Part 246 located at: http://www.fns.usda.gov/sites/default/files/wic/WICRegulations-7CFR246.pdf. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are

available at: http://health.mo.gov/living/families/wic/wiclwp/wom/ and is incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

3.1 The Contractor shall process all WIC applications within the statutory timeframes as defined in WOM Policy 3.01700.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.

3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.

3.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:

3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions set forth in WOM Policy 2.02700.

3.4.2 Requiring the applicant's proof of identification, residency and income;

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using WIC Program standards and risk factors issued by the Department in effect at that time;

3.4.5 Providing notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;

3.4.6 Providing the applicant an explanation of the following:

a. Risk factors for which the applicant is qualified,

b. The collaborative aspect of the WIC program created through referrals to other health/social services,

c. The food package and its nutrient value, for which the applicant will receive,

d. Nutrition and breastfeeding education contact requirements,

e. Applicant's rights and responsibilities as a participant in the WIC Program, and

f. Purposes and procedures of the WIC Program.

3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.5 The Contractor shall use the Department's designated electronic nutrition assessments in MOWINS to determine the WIC participant's nutritional risk(s) and counsel participants according to United States Department of Agriculture (USDA) nutrition standards.

3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and assure appropriate documented follow-up occurs within the required timeframe.

3.7 The Contractor shall have a plan in place to maintain separation of duties and to prevent a conflict of interest during the certification process as outlined in WOM Policy 1.07000.

3.7.1 The same employee should not determine eligibility and also issue food instruments, Cash Value Vouchers/Benefits (CVV/Bs) or supplemental foods.

3.7.2 The local WIC provider shall ensure that WIC employees are not providing WIC services to themselves, their relatives and/or their close friends.

3.7.3 The Contractor must provide an alternate process to address the following when only one employee is in the WIC office:

a. Conflict of Interest

b. Separation of Duties.

4. FOOD PACKAGE ISSUANCE DELIVERABLES

4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.0145, and 3.0400 - 3.06400.

4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policy 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participants food instruments (FI) for the food package on the same day the applicant is determined eligible. FI and CVVs are checks used by a participant to obtain supplemental foods.

4.3 Formula shall not routinely be provided to breastfeeding mothers before their infant is 1 month of age.

4.4 The Contractor shall follow-up with WIC eligible individuals with metabolic disorders who require special medical foods to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

5.1 The Contractor shall provide FIs only to participants who have met the WIC eligibility requirements in compliance with the WOM which includes:

5.1.1 Ensuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.1.2 Ensuring FIs are issued only to participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.1.3 Ensuring participants, guardian(s), or authorized proxies of participants are given instructions on the proper use of the FIs.

5.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time FIs are created through the data system to issuance to the participant or other final non-issued disposition.

5.2.1 The Contractor is responsible for issuing and maintaining support documentation.

5.2.2 The Contractor shall upon request reimburse the Department from non-WIC funds for improperly issued FIs.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES DELIVERABLES

6.1 The Contractor shall provide to participants nutrition education, breastfeeding education, promotion and support services, which includes, but is not limited to:

6.1.1 Making available a minimum of two nutrition education contacts during each 6-month period to every adult participant and to every parent/guardian of an infant or child. The contacts must be provided on two different dates as outlined in WOM Policy 2.06400.

6.1.2 Developing participant-centered nutrition and/or health goals with every participant;

WIC: Local Agency Nutrition Services

6.1.3 Conducting follow-up with the participant on their health and/or nutrition goal and documenting goal follow-up within the current certification period

6.1.4 Providing nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;

6.1.5 Conducting nutrition education follow-up with the participant including when the participant does web based nutrition education.

a. Document all Nutrition Education follow-up in MOWINS.

6.1.6 Ensuring that participants are not denied supplemental foods for failure to participate in nutrition education;

6.1.7 Educating, supporting, and encouraging women to initiate and continue to breastfeed;

6.1.8 Providing substance abuse information at each certification, mid-certification, recertification, and referrals as appropriate to participants;

6.1.9 Providing a nutrition education counseling session and exit brochure to all women participants who will be terminated from the WIC Program;

6.1.10 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, follow-up on health/nutrition goal; and

6.1.11 Ensuring that nutrition and breastfeeding education materials are reviewed with participants and are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500.

7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, CUSTOMER SERVICE DELIVERABLES

7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

WIC: Local Agency Nutrition Services

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native American Indians; and homeless individuals.

7.4 The Contractor shall ensure WIC is available in their service area by:

7.4.1 Notifying the State WIC office in writing at least 60 days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility or hospital certification site. This is done by completing an Impact Analysis Template located at (http://health.mo.gov/living/families/wic/wiclwp/forms.php- (toward bottom of page). The Contractor must send the completed Impact Analysis Template to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found http://health.mo.gov/living/families/wic/wiclwp/index.php.

7.5 The Contractor shall ensure that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP) pursuant to WOM Policy 3.00500.

7.6 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993.

7.7 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program, including near clinic entrances used by WIC participants.

7.8 The Contractor shall promote and enforce a drug free work environment.

7.9 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site. The Contractor shall identify where WIC Program Services are located at each Contractors site through the use of signage or other means to direct WIC participants to the clinic.

7.10 The Contractor shall have a written procedure for handling complaints and grievances that must be approved by the Department in the Local Agency Plan (LAP) and shall ensure all Contractor staff follows said policy.

7.11 The Contractor shall ensure that WIC staff does not share individual user identification and/or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 when it discovers the sharing of individual user identification or passwords.

8. CLINIC MANAGEMENT, COORDINATION DELIVERABLES

WIC: Local Agency Nutrition Services

8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including written information on MoHealthNet (formerly Medicaid) and brochures regarding newborn screening.

8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MoHealthNet or MoHealthNet Managed Care, and substance abuse education.

8.3 When a Contractor is comprised of a health agency and a human service agency, both agencies shall enter into a signed written agreement that outlines all WIC-related responsibilities of each agency. The Department shall approve the agreement during the application process and shall be on file at both the Department and the respective local agencies. The Department will not use WIC Program funds to reimburse the health agency for the health services provided. However, the Department may reimburse the costs of the WIC certification borne by the health agency.

9. ASSESSMENT, PLANNING, AND EVALUATION DELIVERABLES

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using MOWINS tool(s) and use such assessments to improve the effectiveness of local service provision. The Contractor shall do this to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in the Missouri WOM.

9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the year.

9.2.1 The Contractor shall submit the LAP to the Department by the 1st of September of the current contract year if the Contractor wishes to continue to provide WIC services for the following year.

a. The Contractor's failure to submit the LAP to the Department by the due date will result in the Department withholding the Contractor's monthly reimbursements beginning October 1 until the Contractor complies with this requirement.

b. The Contractor shall set their priorities by writing goals, objectives and strategies in their approved LAP.

9.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:

a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and

b. Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

9.3 The Contractor shall, at least monthly, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.

9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.

9.5 The Contractor shall announce publicly the availability of WIC Program benefits in the first quarter of each contract year, and when significant WIC Program changes have occurred which affect the local population and local participants.

10. STAFFING DELIVERABLES

10.1 The Contractor shall ensure all staff is performing within their scope of practice.

10.2 All Registered Dietitians (RDs) must be licensed to practice dietetics in Missouri.

10.3 The same individual may serve more than one role as long as it is clear which individual staff person fulfills each role. These staff shall include:

10.3.1 A WIC Coordinator;

10.3.2 A Nutrition Coordinator/Nutritionist;

a. The Contractor is required to have a staff person who is responsible for the nutrition in the agency.

10.3.3 A Qualified Nutritionist;

a. The Contractor is required to have a qualified nutritionist who will provide nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.

10.3.4 A Breastfeeding Coordinator;

a. The Contractor is required to have a staff person who has knowledge and experience to support breastfeeding.

10.3.5 A Vendor Contact Person;

10.3.6 A Competent Professional Authority (CPA);

10.3.7 A National Voter Registration Act (NVRA) Liaison; and

10.3.8 A Training Coordinator (shall be a CPA).

10.4 The Contractor may use the following staff to assist with the WIC certification process:

10.4.1 WIC Certifiers;

10.4.2 Health Professional Assistants (HPAs);

10.4.3 Administrative/clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services have successfully completed all training required by the Department according to Missouri WOM.

11.1.1 The Contractor shall ensure that any staff/volunteers used to perform specific WIC functions or duties are appropriately trained using resources from the Department and supervised for the function they are performing.

11.1.2 The Contractor shall ensure all WIC staff has state approved email address and internet services to access e-Learning courses found at http://health.mo.gov/living/families/wic/wictraining/#gov.

11.1.3 The Contractor shall ensure that WIC staff complete required e-Learning trainings for WIC Basic Orientation Training provided by the Department for Clerical and HPA staff responsibilities.

11.1.4 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.

11.1.5 The Contractor shall maintain staff training records documenting completed training for audit purposes.

11.1.6 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any state-WIC-approved training in any location.

11.2 The Contractor shall accept technical assistance from the Department on contract non-compliance or deficiencies in components of WIC Program policies and procedures, as

the Department determines necessary. The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

11.3 The Contractor shall ensure compliance with Title VI in all aspects of their WIC Program operations. The Title VI Compliance training shall include all the basic requirements of the Title VI that are listed in the U.S. Department of Justice nondiscrimination implementing policies and procedures, 7 C.F.R. Part 15, which implements USDA policies on nondiscrimination in federally assisted programs, and the FNS 113-1 Civil Rights Instruction.

11.4 Pursuant to WOM Policies 1.01550 and 3.01400, the Contractor shall require designated staff to complete the following WIC trainings annually: Data Security, Immunizations, Breastfeeding Promotion, Civil Rights and Voter Registration.

11.5 The Contractor shall provide the interns from the Department's Program for Dietetic Interns (PDI) with access to learning experiences and involvement in participant/client care in its facilities. Such learning experiences may include, but are not limited to:

11.5.1 Providing necessary facilities and supervisory personnel to establish and carry out the requirements of the PDI, which will give the dietetic interns educational and supervisory experiences in dietetics at the site(s);

11.5.2 Designating a Registered Dietitian or Nutrition Coordinator as Site Preceptor who shall be responsible for the interns and act as the PDI Site Preceptor with the Department;

11.5.3 Ensuring staff designated as PDI preceptors complete PDI preceptor orientation training prior to assuming responsibilities.

11.5.4 Providing the PDI Director or Dietetic Student Education Coordinator with an Evaluation of Intern by Preceptor, Preceptor Evaluation of PDI, and other such information as may be requested concerning each intern's participation at the site(s);

11.5.5 Providing such training aids and data relating to the various phases of the site rotation as may be reasonable and necessary; and

11.5.6 Allowing intern's access and use of the library, break room, parking, and cafeteria facilities, if applicable.

11.6 The Contractor shall use special training funding for allowable expenses for either required WIC training or training approved by WIC.

11.6.1 Allowable training expenses include expenses associated with and approved by the Department for travel to and from training, staff time to attend training, lodging, and meals.

11.6.2 Training for nutrition education and breastfeeding promotion and support shall be documented on the Contractor's training record.

12. REPORTS

12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what is considered necessary and allowable costs.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process for written approval. The Department shall not reimburse the Contractor for any costs before the LAP is approved.

13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth ($1/6^{th}$) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

13.1.3 The Contractor shall designate staff time by category in the LAP budget.

13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

13.2 Caseload:

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13.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.

13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year.

a. The Department may increase the projected annualized caseload participation in an annual contract review after six months. An increase in the contract amount will only be considered if:

1. Additional funds are available.

2. The agency's percentage of participants served is more than 2% over the contract starting caseload participation amount.

3. The increase shall be the net amount served above 2% over the contract starting caseload participation amount.

4. Requested by the agency in writing through assigned technical assistance team by close of business May 3rd of the current contract year.

b. In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount on the request of the Contractor.

c. The Department will notify the Contractor of any increase in the caseload participation.

13.3.1 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, equipment, nutrition education materials, administrative office costs, computer hardware, medical materials, stipend, facility costs, and indirect costs.

13.5 Indirect costs

13.5.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

13.5.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

13.5.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

13.6 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a state WIC office request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

13.7 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds must be for allowable expenses and shall be included in the LAP budget and reported in the monthly billing as in-kind.

13.8 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.

13.9 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make

payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

14.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

14.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

14.2 The Contractor shall submit invoices monthly. Invoices shall be due by the tenth (10th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.

14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.

14.2.4 The Contractor shall define on each invoice, the components of operational costs that are related to nutrition education and breastfeeding promotion and support.

14.2.5 The Contractor shall designate staff time by category on the reimbursement request.

14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

14.4 The Contractor shall submit the final invoice within ten (10) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

14.5 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

14.7 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

14.8 If the Contractor receives an overpayment by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

14.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

15. AMENDMENTS

15.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

16. MONITORING

16.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the

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Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

16.4 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested, which must be approved by the Department.

16.5 The Contractor shall comply with any written request for a self-monitor report within the timeframe requested by the Department.

16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

16.7 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.

16.9 The Department has the right to penalize or fine the Contractor up to ten thousand dollars ($10,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 C.F.R. 246.23 (d).

16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.

16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

17.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

17.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the

Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

19.1 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

19.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

20. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

20.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

20.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:

a. Multi-user hospital grade electronic breast pumps.

b. Items having a value of $500.00 or higher and sensitive items.

c. Items having a useful life of two years or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC Program funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software used for the WIC program shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

a. The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.

b. The Contractor shall maintain and make available a filing system for Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.

21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division (ITSD) staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

a. If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.

b. The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spy ware software for network security.

21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.5 The Contractor shall use information technology for authorized purposes as set forth in WOM Policy 3.01400.

22. COMMUNICATIONS/RECORD-KEEPING

22.1 The Department will provide updates to the WOM when the updates become effective and shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may

obtain such information electronically via email or online, available on the Department web site at http://www.health.mo.gov/wic/WICupdates/index.html or via hard copy by mail. The Contractor may be required to provide written acknowledgement for receipt of policy changes and commodity deliveries.

a. The Contractor shall ensure that its WIC Coordinator and the Nutrition Coordinator have unique Department-provided or agency-provided email addresses if those roles are filled by separate persons. The Contractor cannot use private email addresses to transmit confidential information.

22.3 The Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State and maintain on file for a period of 3 years, as stated in WOM Policy 1.05700.

23. AUTHORIZED PERSONNEL

23.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after

enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

23.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

24. TERMINATION

24.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:

24.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

24.1.2 A change in federal or state law relevant to this contract occurs; or

24.1.3 A material change of the parties to the contract occurs; or

24.1.4 By request of the Contractor.

24.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

24.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

24.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

24.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

25. SUBCONTRACTING

25.1 Any subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

25.2 Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien

to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that:

25.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and

25.2.2 Shall not henceforth be in such violation and

25.2.3 The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

25.3 The Contractor shall be responsible for ensuring that any subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

25.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Attachment C

Department of Health and Senior Services
Agency Nutrition Services

BUDGET PAGE

City of Joplin Health Dept.

The contractor shall be reimbursed for each participant provided service at a rate of $13.50 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$13,979.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$26,304.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$23,000.00
4. Program for Dietetic Interns (Special Funding 4, Attachment F)*	$ .00
5. Administrative Services (Special Funding 6)*	$ .00

*only for approved LWP's

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	

5. DUNS Number	6. EIN	7. Report Type
		☐ Annual ☐ Final

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements:	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (12-14)

WIC: Local Agency Breastfeeding Peer Counseling Program

1.0 Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor and submits required reports as defined in the Missouri WOM ER#6.00100.

1.2 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period. The agency shall have a peer counselor employed for at least nine (9) months of the contract period as defined in the Missouri WOM ER#6.00200.

1.3 The Contractor shall schedule the peer counselor(s) so that at a minimum fifty percent (50%) of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit or hospital visit.

1.4 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and regional quarterly meetings provided by the Department.

1.5 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.6 The Contractor shall comply with all BFPC Policies defined in the Missouri WOM.

1.7 The Contractor shall manage an electric breast pump loan program in compliance with the WIC Breast Pump Policy as defined in the Missouri WOM ER#6.05100.

2.0 Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Exhibit 2).

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Exhibit 2 and as defined in the Missouri WOM ER#6.00300.

2.3 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent (48%) of the allocated funds or at the end of the third quarter if less than seventy-three percent (73%) has been spent. The Contractor will be given thirty (30) days prior written notification of any reallocation.

3.0 Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS and on the Department approved contact logs when working outside the clinic as defined in the Missouri WOM ER#6.01000.

4.0 Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the WIC Online Invoicing Application according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 1 Breastfeeding Peer Counseling.

4.1.2 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget for either Special Fund 1 or Special Fund 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 10th of the following month, the Missouri WIC Breastfeeding Peer Counselor Monthly Activity Report as defined in the Missouri WOM ER#6.01000, and verify that it accurately reports the number of contacts made by the peer counselor(s).

5.0 Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under WIC Local Agency Nutrition Services and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____	_____
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
_____	_____
Company Name (if applicable)	Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 1 continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICE

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 41550	**State:** 0% $0.00	**Federal:** 100% $630,985.00

Contract Title: WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start: 10/1/2015 **Contract End:** 9/30/2016 **Amend#:** 00 **Contract #:**

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

Federal Award Year: 2015 **DHSS #:** 16BRSTFEDWIC-FOA

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

CFDA: 10.557 **CFDA Name:** SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Award Name: WIC BREASTFDNG PEER COUNS(O)

Federal Award: 3MO700804-2015

Research and Development: N **Subject to A-133 Requirements:** Y

Federal Award Year: 2016 **DHSS #:** 16WIC-FOA

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

CFDA: 10.557 **CFDA Name:** SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Award Name: *

Federal Award: *

Research and Development: N **Subject to A-133 Requirements:** Y

*** The Department will provide this information when it becomes available.**

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

COUNCIL BILL NO. 2015-618 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a change order with Emery Sapp and Sons Inc. in the amount of Fifty Eight Thousand Four Hundred ($58,400.00) for the construction of the Public Safety Training Grounds 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 Emery Sapp and Sons Inc. in the amount of Fifty Eight Thousand Four Hundred ($58,400.00) for the construction of the Public Safety Training Grounds.

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

Section 3. That the Fire Chief is hereby authorized and directed to enter into a contract on behalf of the City of Joplin, Missouri with Emery Sapp and Sons 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 3rd day of August, 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 Public Safety Tax Account

Number_____ to pay the amount called for based on the estimates of the Fire Chief.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 3, 2015
Council Bill No. 2015-618

Item: Change Order to Construction Contract with Emery Sapp and Sons for construction of the Public Safety Training Grounds.

Originating Department: Fire Department

Attachments: 1) Change Order No. 1
2) Council Bill No. 2015-604

Department Head: James A. Furgerson	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Change Order No. 1 in the amount of $58,400.00 to the Construction Contract with Emery Sapp and Sons for construction of the Public Safety Training Grounds.

Background: In April of 2015 Council approved a construction contract with Emery Sapp and Sons, for construction of the Public Safety Training Grounds. The project is part of the Public Safety Tax passed in November of 2006. This change order is for an additional 1460 square yards of concreted needed to complete construction.

Discussion: The original bid opening was on March 20, 2015. City Council authorized construction contract award on April 20, 2015. The bid tabulation was reviewed for any errors and errors were corrected from quantity and unit for the correct bid price. During this review it was discovered an error for the estimated amount of concrete it read 6,190 square yards and should have read 7,650 square yards. The quantity was revised for all bids (1,460 sy + unit price) and all bids were reevaluated for the final bid price. After meeting with staff it was determined to proceed with a change order to the contractor so as not to delay construction and the awarding of the contract. This change did not affect the outcome of the bids as Emery, Sapp and Son was still the low bid.

Recommendation: Staff recommends approval of Change Order No. 1 in the amount of $58,400.00 to the Construction Contract with Emery Sapp and Sons for construction of the Public Safety Training Grounds.

CHANGE ORDER

PUBLIC SAFETY TRAINING GROUNDS

Change Order No. 2

Sheet No. 1 of 1

To **EMERY SAPP & SONS, INC**. Contractor

You are hereby directed to make the following changes from the contract.

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

Revised Quantity : Section 1 Item No 10, Quantity 6,190 SY, Revised to 7,650 SY
Quantity Increased To Equal Plan Quantity.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1-10	10	5" Thick Light Duty Concrete Pavement Over 4" Agg. Base Course	6,190 SY	7,650 SY	1,460 SY	$ 40.00	$ 58,400	$
						TOTALS	$ 58,400.00	$

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

OVERRUN THIS ORDER	$58,400.00		The Terms of Settlement outlined above are hereby agreed to.
			EMERY SAPP & SONS, INC. CONTRACTOR
UNDERRUN THIS ORDER	$ 0		
			by : 13 Jul 2015 Date
This Change order Total		$58,400.00	

SUBMITTED ENGINEER
Clayton Cristy P.E.

7-13-2015
DATE

JOPLIN FIRE DEPARTMENT - FIRE CHIEF
James Furgerson

DATE

JOPLIN PUBLIC TRAINING GROUNDS
Bid Opening Results

July 27, 2015

Bids were received and opened on Friday 3/20/2015. The bids were opened, read out loud, and recorded. There were three bids received from contractors with all bidders present at bid opening.
The bid tabulation sheet was then reviewed for any errors. There were errors made by each contractor in their bid tabs. These errors were corrected from quantity and unit price for the correct bid price.
Within this review all items were checked. Error was found for the estimated quantity. The bid item 1-10 5" Concrete Pavement w/4" Base was in error for the estimated quantity of 1,460 s.y. The Bid Proposal for Item 1-10 was 6,190 s.y. and it should have read 7,650 s.y.
This quantity was revised for all bids (1,460 s.y. + unit price) and all bids were re-evaluated for the final bid price.

There was a meeting on the following Monday to review the bid and tabulations with the Fire Department, Police Department. Public Works and Finance. It was determined at this meeting to not revise or correct the quantity, but to leave the bid form quantity and unit price as shown on the bid proposal form. Present the error in quantity in a change order to the contractor.

RE-CAP

Contractor	Total Bid Tab	Total W/Adjusted Quantity
Emery Sapp & Sons	2,086,215.18	2,144,615.18
Branco Enterprise	2,138,203.75	2,196,603.75
Crossland Construction	2,100,011.00	2,158,411.00

The low bidder was Emery Sapp & Sons from the original unchanged quantity and upon the adjusted quantity bid.

Bill Sherraden
TRI-STATE Engineering, Inc.

Toll-Free: 866-781-0643 • www.tristate-engineering.com
702 S. Main, Joplin, MO 64801 • 403 W. First St., Ste. 300, Claremore, OK 74017

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 3, 2015

Item: COUNCIL BILL NO. 2015-619
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

Recommended Action: Approving two additional part-time airport operations workers; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014.

Summary: As part of the FAA requirement for Part 139 Certification we must accommodate the category of emergency response index required by the Airlines. The Airport current staffing level and Certification Index is Index A.

ExpressJet took over for Envoy as the regional carrier flying for American Airlines into Joplin on July 6th. We were notified by their OPS staff that the model aircraft they are flying requires ARFF Index B which requires 1500 gal water on the truck(s) equipment. We received our new 500 gal ARFF truck last week. With our current 1000 gal unit we have the equipment to be able to meet those requirements in house. This equipment will require two operators, one for each truck.

In order to meet the FAA requirements for just the commercial flights the Airport will need to staff both ARFF units 15 minutes prior to landing and 15 minutes after take-off. Current staff will overlap at the mid-day flight to provide the cover age. The additional PT Staff is required for coverage of the early morning and late evening flights.

Discussion: That Fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing appropriations by the total amount of Nine Thousand Dollars ($9,000.00.).

Staff requests approval of the additional PT staff for the Airport.

COUNCIL BILL NO. 2015-619 ORDINANCE NO.

AN ORDINANCE approving two additional part-time airport operations workers; and, amending 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.

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

Section 1. That the Airport add two part-time airport operations workers, at a salary range of 120 within the Salary Administration Plan of the City of Joplin.

Section 3. That Fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing appropriations by the total amount of Nine Thousand Dollars ($9,000.00.).

Section 4. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the 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