COUNCIL AGENDA
September 6, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Recognizing September As Life Insurance Awareness Month

   2. Presentation By Council Member Colbert-Kean
      Council Member Colbert-Kean to brief Council on observation from recent Court visit.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Report From Rob O'Brian President Of The Joplin Area Chamber Of Commerce On Economic Development

6. **Citizen Requests And Petitions**

   1. Request To Address Council

      Request to address Council from Janus Lazarus and Jared Wicklund, 2922 E. 15th, regarding the Joplin Table Tennis Regional Fall Championship on November 5, 2016.

   2. Request To Address Council

      Paul Teverow, requests to address Council regarding the Pedestrian/bicycle issue, especially street crossings on Frisco Greenway Trail accessibility of Landreth Park from North Main.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-273
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-3 and including in District C-3-PD property as described below and located at the northeast corner of Main Street and 27th Street in the City of Joplin, Jasper County, Missouri.

      Documents:

      SUMMARY SHEET CB 2016-273.PDF
      COUNCIL BILL 2016-273.PDF
      SUPPLEMENTAL CB 2016-273.PDF

3. RESOLUTION NO. 2016-019
   A RESOLUTION granting a Special Use Permit (First Request) to Blake Webster and AmyKay Cole for the operation of a medical office located at 505 West Second Street, in the City of Joplin, Jasper County, Missouri.

   Documents:

   SUMMARY SHEET RES 2016-019 .PDF
   RESOLUTION 2016-019.PDF
   SUPPLEMENTAL RES 2016-019.PDF

4. COUNCIL BILL NO. 2016-274
   AN ORDINANCE authorizing, approving, and accepting a transfer of land from the City of Joplin, Missouri, to the City of Webb City, Missouri, pursuant to RSMo., Section 71.011, 2003 as amended, providing for the giving of notice thereof, and establishing an effective date.

   Documents:

   SUMMARY SHEET CB 2016-274 .PDF
   COUNCIL BILL 2016-274.PDF
   SUPPLEMENTAL CB 2016-274.PDF

8. Consent Agenda

1. Minutes Of The August 15, 2016 Joplin City Council Meeting

   Documents:

   AUG 15 MIN.PDF

2. Minutes Of The August 29, 2016 Joplin City Special Council Meeting

   Documents:

   AUG 29 MIN.PDF

3. COUNCIL BILL NO. 2016-408

   AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with the Joplin Area Chamber of Commerce Foundation in the amount of Two Million Four Hundred Seventy Thousand Dollars ($2,470,000.00) to purchase and install furniture, fixtures and equipment as required for the development and execution of the proposed training programs/classes.

9. Resolutions

1. RESOLUTION NO. 2016-006

   A RESOLUTION ratifying the First Amendment and Restated By-Laws of the Joplin Sports Authority, Inc.

   Documents:

   RS2016-006-SUMMARY SHEET.PDF
   RS2016-006 -JSA PROPOSED BY-LAWS.PDF

RS2016-006.PDF

2. RESOLUTION NO. 2016-016
A RESOLUTION granting a Special Use Permit (First Request) to Yvonne Vonderosa for the operation of a day care home located at 2306 Xenia Street, in the City of Joplin, Jasper County, Missouri.

Documents:

SUMMARY SHEET RES 2016-016 .PDF
RESOLUTION 2016-016.PDF
SUPPLEMENTAL RES 2016-016.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2016-138
AN ORDINANCE approving the contract between the City of Joplin, Missouri and Midwest Transit Equipment Inc. in the amount of One Hundred Eighty-Two Thousand One Hundred Fifty-Seven Dollars ($182,157) for the purchase of (3) three light duty cut-a-way vehicles per the specifications of Bid #2016-06; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2016-138.PDF
COUNCIL BILL 2016-138.PDF
BID TABULATION CB 2016-138.PDF
VEHICLE DRAWING CB 2016-138.PDF

2. COUNCIL BILL NO. 2016-139
AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS), and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2016-139.PDF
COUNCIL BILL 2016-139.PDF
GRANT AGREEMENT CB 2016-139.PDF

3. COUNCIL BILL NO. 2016-371
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to FY2014 and FY2015 HOME funds for the new construction of housing; authorizing the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

Documents:

CB 2016-371 SUMMARY.PDF
CB 2016-371.PDF
ESC_NEWCONSTRUCTION_CONTRACT2014_EDITED.PDF
ESC_NEWCONSTRUCTION_CONTRACT2015_EDITED.PDF

4. COUNCIL BILL NO. 2016-372
AN ORDINANCE approving an Agreement between the City of Joplin,

Missouri, and the Joplin Area Habitat for Humanity that pertains to 2015 HOME housing developer funds; authorizing the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri to execute same on behalf of the City; and, containing an emergency clause.

Documents:

CB 2016-372 SUMMARY.PDF
CB2016-372.PDF
JAHFH 15 AGREEMENT_FINAL.PDF

5. COUNCIL BILL NO. 2016-454
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, 2016 and running through September 30, 2017, for the amount of up to Six Hundred Seventeen Thousand, Six Hundred Fifty-Two Dollars and no Cents ($617,652.00), 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:

CB2016-454-SUMMARY SHEET.PDF
CB2016-454-COUNCIL BILL.PDF
CB 2016-454 SUPPLEMENTAL ITEM.PDF

6. COUNCIL BILL NO. 2016-519
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

Documents:

CB 2016-519 SUMMARY FY 2016 BUDGET ADJUSTMENT.PDF
CB 2016-519 BUDGET AMENDMENT ORDINANCE.PDF
CB 2016-519 SCHEDULE A BUDGET AMENDMENT SEPTEMBER 2016.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-455
AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and Pharm Joplin Acquisition, LLC, a MO LLC, dba The Medicine Shoppe, providing generally for the utilization of The Medicine Shoppe pharmacy as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the behalf of the City of Joplin, Missouri.

Documents:

CB2016-455 COUNCIL BILL.PDF
CB 2016-455 SUPPLEMENTAL ITEM.PDF
CB2016-455-SUMMARY SHEET.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2016-006

   AN ORDINANCE approving, affirming and ratifying the vacation of an alley that was originally vacated by Ordinance No. 21202 on March 6, 1951, by the City Council.

2. COUNCIL BILL NO. 2016-271

   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-3 and including in District C-3-PD property as described below and located at the northwest corner of 26th Street and Main Street in the City of Joplin, Jasper County, Missouri.

3. COUNCIL BILL NO. 2016-272

   AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at the northwest corner of 26th Street and Main Street in the City of Joplin, Jasper County, Missouri.

13. Unfinished Business

14. New Business

1. Declare Excess Surplus Property For The Annual Auction.

2. NEWS FROM THE PIO

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

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

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

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 6, 2016

Item: COUNCIL BILL NO. 2016-273
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 8/8/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 027-16: Northeast Corner of Main Street and 27th Street – A request to rezone from R-1 (Single-Family Residential) and C-3 (Commercial) to C-3-PD (Planned Commercial Development) – Charlie Kuehn.

STAFF SUMMARY:
This property sits on the Planned Development Corridor of South Main Street directly south of Taco Bell. Currently the site is undeveloped. In order to rezone property to a higher intensity land use in the disaster area, applicants are required to submit a site plan with their application for review and approval. The City of Joplin's future land use map shows future commercial development between South Main Street and Virginia Avenue; staff believes this development to be an appropriate use for undeveloped land on South Main Street.

The proposed development is a medical office center. The center will be two stories with masonry on all sides of the building. The proposed site plan includes 120 parking spaces and a drive through window.

Staff recommends approval of Case 021-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn appeared representing Dr. Iftikhar Ali to rezone the property at the northeast corner of 27th and Main Streets. A 21,000 square foot, two story medical office facility is being planned. The building will be constructed on the Main Street side, with the parking being east of the alley between the building and Virginia Avenue.

Mr. Duncan asked if this will be a shell building with the clients finishing out the building, or if it will be developed for medical uses. Mr. Kuehn stated Dr. Ali has no commitments at this time.

Mr. Ramsour asked Mr. Kuehn if he developed the property along the east side of the 3000 block of Main Street, and he replied yes. Mr. Ramsour understood Mr. Kuehn relocated the utilities for that development and asked if he plans on doing the same thing on this property. He replied no, since the work in the 3000 block of Main was for a different client who was prepared to spend $180,000 to move the utilities. The power lines will remain where they are, with one pole in the alley actually being eliminated. The sewer and phone lines run underground through the alley.

PUBLIC COMMENT:
None.

P & Z Case 027-16
Charlie Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-3 and including in District C-3-PD property as described below and located at the northeast corner of Main Street and 27th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and District C-3 and including same in District C-3-PD:

ALL OF LOTS NUMBERED FOUR (4) THROUGH NINE (9) INCLUSIVE IN D.W. LUKES SOUTHERN HEIGHTS SUBDIVISION, JOPLIN, MISSOURI, AS RECORDED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE AND ALL OF LOTS NUMBERED FOUR (4) THROUGH NINE (9) INCLUSIVE IN THOMPSON'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS RECORDED IN THE JASPER COUNTY RECORDER'S OFFICE

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 8, 2016
City Council Meeting: September 6, 2016

STAFF PLANNING REPORT
Rezoning

CASE 027-16 A request to rezone from R-1 (Single-Family Residential) and C-3 (Commercial) to C-3-PD (Planned Commercial Development)

LOCATION Northeast Corner of Main Street and 27th Street

APPLICANT Charlie Kuehn

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 Single Family Residential	Undeveloped	120' x 150'
C-3-PD Planned Commercial Development	Undeveloped	120' x 150'
C-3 Commercial	Undeveloped	110' x 300'

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3 Commercial	R-1 Single-Family Residential	C-3 Commercial R-1 Single-Family Residential	C-3 Commercial
Land Use	Commercial, Taco Bell	Single-Family Residential	Commercial, McDonald's	Commercial

FUTURE LAND USE

The City of Joplin's future land use map classifies the area long South Main Street as future commercial/retail development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th Street	Arterial	50'
27th Street	Secondary	50'
Main Street	Arterial	80'
Virginia Avenue	Secondary	60'

UTILITIES Yes.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?
Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED
Currently, part of this site is zoned R-1 and does not accommodate commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY
This zoning change would not detrimentally affect nearby property.

DISCUSSION
This property sits on the Planned Development Corridor of South Main Street directly south of Taco Bell. Currently the site is undeveloped. In order to rezone property to a higher intensity land use in the disaster area, applicants are required to submit a site plan with their application for review and approval. The City of Joplin's future land use map shows future commercial development between South Main Street and Virginia Avenue; staff believes this development to be an appropriate use for undeveloped land on South Main Street.

The proposed development is a medical office center. The center will be two stories with masonry on all sides of the building. The proposed site plan includes 120 parking spaces and a drive through window.

Staff recommends approval of Case 021-16.

REZONING APPLICATION FORM

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.: 027-16
Filing Fee: $450.00
Date Advertised:
Date Notices Sent:
P&Z Date: 8-8-16
City Council Date: 9-6-16

APPLICANT: Charlie Knuhn PHONE: 417-825-3907
ADDRESS: 620 McConnell ZIP: 64801
EMAIL: CKnuhn@FourStatehomes.com
OWNER: Dr. IFTIKHAR Ali PHONE: 417-622-9149
ADDRESS: 3715 Red Fox Run ZIP: 64804
EMAIL: iali2yA Hoo.Com
LOCATION OF PROPERTY: North / East Corner of 27th & main
LEGAL DESCRIPTION: See Attached

Present Zoning C-1 & R-1 Requested Zoning: C-3 Acreage: 1.7 Acres
Present Use of Property: Vacant
Proposed Use of Property: medical office & Retail

SURROUNDING LAND USE AND ZONING:

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

CHARACTER OF THE NEIGHBORHOOD: Commerical

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? NO
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   X Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Main St, 27th St., Virginia Ave
2. Classification of Street(s):
   Arterial X Collector X Local X
3. Right-of-Way Width: 80'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? yes
2. Properly Sized Street Right-of-Way? yes
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? yes
   - Gas? yes
   - Sewers? yes
   - Water? yes
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Charles F. Kuehn, III DATE: 6-23-2016

BY: Charles F. Kuehn

TITLE: Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Dr. Ifitikhar Ali (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____ (legal description) more commonly known as [illegible]. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Charles Kweon to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: [illegible]

X _____
Signature of Owner

[illegible]
Printed Name

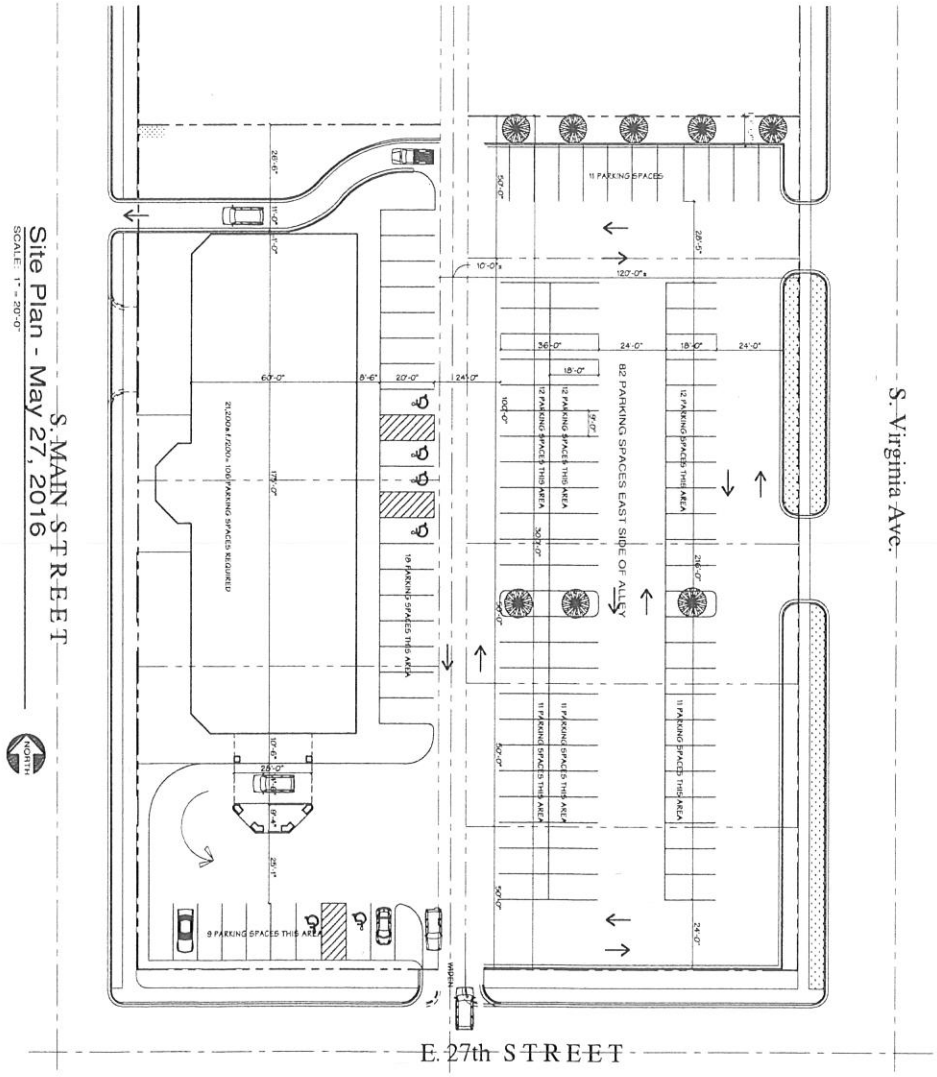
In witness whereof I have hereunto subscribed my name and affixed my official seal this 23rd day of June, 2016.

Kyle Birkinsha
Notary Public - Notary Seal
State of Missouri
Jasper County
My Commission Expires: 09/21/2016
Commission # 12640041

_____
Notary

My commission expires:

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



Site Plan - May 27, 2016

SCALE: 1" = 20'-0"

Site Plan

1" = 20'-0"

April 2016

New Office Building for

Dr. Ali

South Main Street

Joplin, Missouri

Preliminary 01/09/2012

Hunter & Millard

ARCHITECTS, INC.

Elliott D. Hunter Architect
Missouri A-4617

Missouri Certificate of Authority: A-2008008317

Commerce Executive Center
211 S. Main, Suite 220
Joplin, Missouri 64801

T: 417-624-8872
F: 417-781-0884
hunterandmillard.com

Last Modification

Revisions

By



West Elevation
SCALE 1/8" = 1'-0"

Hunter & Millard
ARCHITECTS INC
3373 E. 32nd St Suite 'B'
Joplin, Missouri 64804
(417) 624 6872
website:
huntermillard.com
check us out on Facebook:
Hunter & Millard Architects Inc

Hunter & Millard
ARCHITECTS, INC.

Missouri Certificate of Authority A-2008008317

Preliminary

Elliott D. Hunter Architect
Missouri A-4617

New Development for

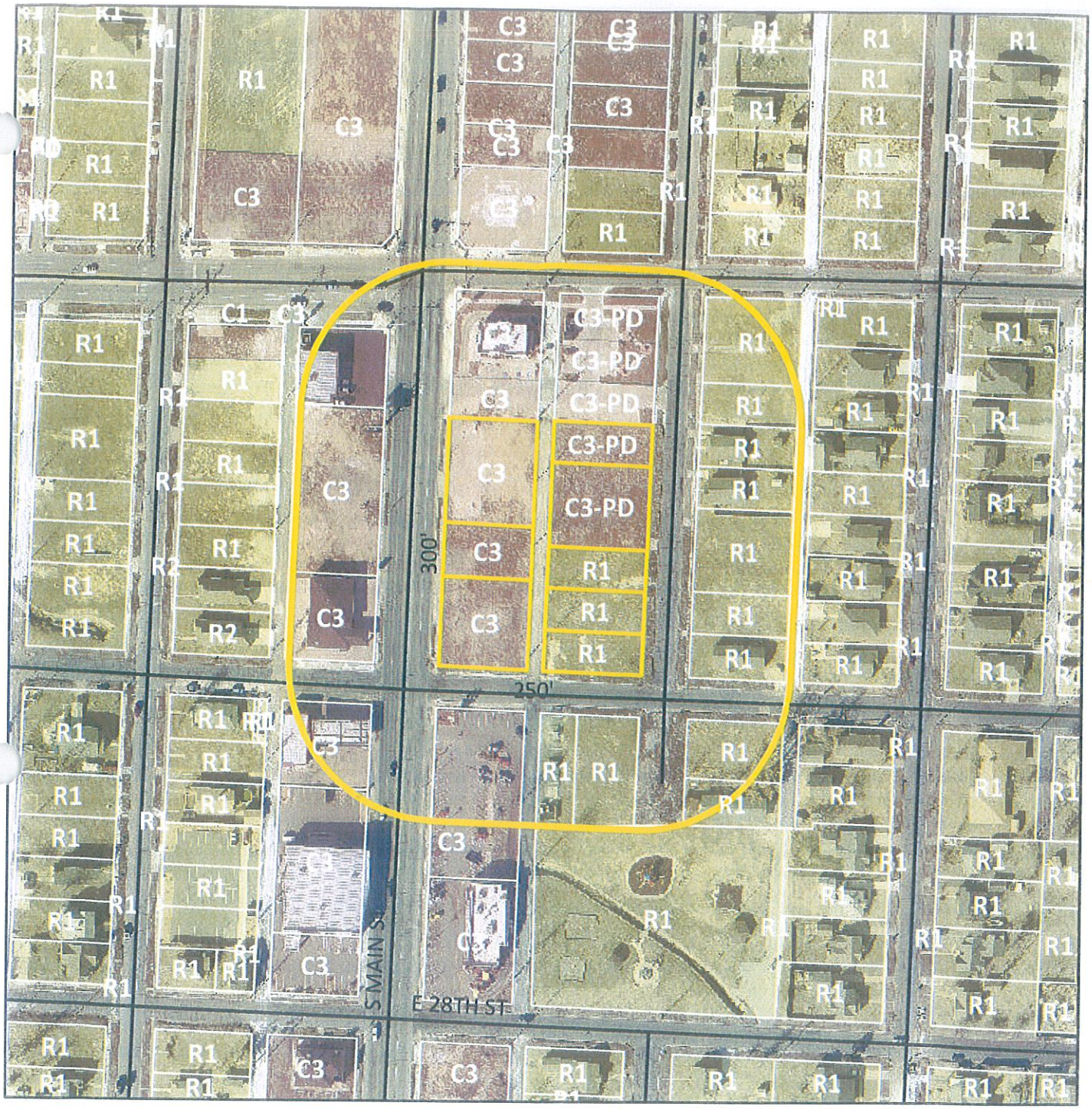
Main Street Medical Center

27th & Main St. Joplin, MO

Date
April 2016
Drawn By
Revisions
Job Number
XXX

Elevations

3



Case 027-16: Northeast Corner of Main Street and 27th Street – A request to rezone from R-1 (Single-Family Residential) and C-3 (Commercial) to C-3-PD (Planned Commercial Development) – Charlie Kuehn.

N

Case 027-16: Northeast Corner of Main Street and 27th Street – A request to rezone from R-1 (Single-Family Residential) and C-3 (Commercial) to C-3-PD (Planned Commercial Development) – Charlie Kuehn.

Mr. Smith opened the public hearing for Case 027-16.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared representing Dr. Iftikhar Ali to rezone the property at the northeast corner of 27th and Main Streets. A 21,000 square foot, two story medical office facility is being planned. The building will be constructed on the Main Street side, with the parking being east of the alley between the building and Virginia Avenue.

Mr. Duncan asked if this will be a shell building with the clients finishing out the building, or if it will be developed for medical uses. Mr. Kuehn stated Dr. Ali has no commitments at this time.

Mr. Ramsour asked Mr. Kuehn if he developed the property along the east side of the 3000 block of Main Street, and he replied yes. Mr. Ramsour understood Mr. Kuehn relocated the utilities for that development and asked if he plans on doing the same thing on this property. He replied no, since the work in the 3000 block of Main was for a different client who was prepared to spend $180,000 to move the utilities. The power lines will remain where they are, with one pole in the alley actually being eliminated. The sewer and phone lines run underground through the alley.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He closed the public hearing for Case 027-16.

MR. BROWN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 027-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 6, 2016

Item: RESOLUTION NO. 2016-019
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: 8/8/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 028-16: 505 West Second Street – A request for a Special Use Permit (First Request) for the operation of a Medical Office – Blake Webster and AmyKay Cole.

STAFF SUMMARY:
This Special Use Permit request is for the operation of a medical office at 505 West Second Street. This piece of property has local historic designation and, therefore, allows for some commercial land uses in residential zoning designations. This building housed the former Morgan's neighborhood grocery store. The structure was built by Mr. George Morgan in 1934 and was constructed as a simple concrete block building. The store served the surrounding residential neighborhood for over 40 years and it contributed significantly to the character and development of the neighborhood.

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

1. This Special Use Permit is issued to Blake Webster and AmyKay Cole for the operation of a medical office at 505 West Second Street.
2. This permit shall be eligible for two (2) years, renewable in August 2018.
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 Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Dr. AmyKay Cole stated she and Dr. Webster are both psychologists in the community. They have purchased that building to venture on their own.

Mr. Smith asked Dr. Cole if they plan on doing anything else with the building, and she replied no. There will be two offices upstairs, with the downstairs being a waiting room.

Mr. Duncan asked Dr. Cole if they will be seeing clients on the second floor, and she replied yes. Mr. Duncan stated there is a door on the east facing wall of the second floor with no staircase. Dr. Cole has received three bids for a staircase. There previously was a landing on the second floor, but the landing was removed in order to plaster. Instead of replacing the landing, a set of stairs will be erected.

Mr. Duncan asked Dr. Cole if the staircase will be in place before they begin seeing clients, and she replied yes.

Mr. Ramsour asked Dr. Cole about parking. She replied there is one parking space in the back, with on-street parking being available. Since there are only two offices, it is unlikely they would have more than four cars on the site at one time.

Mr. Ramsour asked Dr. Cole about the yard to the east. She would like the stairs to lead to a garden area that is surrounded by trees and large bushes.

Mr. Duncan asked Ms. Cunningham if there is an issue with not having a stairway from that second floor before Dr. Webster and Dr. Cole begin seeing clients. She will visit with the City's fire marshal and the commercial plan reviewer. They usually work with the access and the ingress and egress in and out of the building. The fire marshal must inspect the premises before their business license is issued.

PUBLIC COMMENT:
None.

P & Z Case 028-16
Blake Webster and AmyKay Cole
(P & Z Recommended Approval for a two-year Special Use Permit)

RESOLUTION NO. 2016-019

A RESOLUTION granting a Special Use Permit (First Request) to Blake Webster and AmyKay Cole for the operation of a medical office located at 505 West Second Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on August 8, 2016, recommended that a Special Use Permit be granted for the operation of a medical office located at 505 West Second Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 6, 2016, 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 Blake Webster and AmyKay Cole for the operation of a medical office in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL OF MISCELLANEOUS TRACT NUMBERED TWENTY (20) IN SECTION 3, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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 Blake Webster and AmyKay Cole for the operation of a medical office at 505 West Second Street.

2. This permit shall be eligible for two (2) years, renewable in August 2018.

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 Municipal Code shall be followed at all times.

5. Any other conditions set by the City Council 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 Blake Webster and AmyKay Cole 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 _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: August 8, 2016
City Council Meeting: September 6, 2016

STAFF PLANNING REPORT
Special Use Permit

CASE 028-16 A request for a Special Use Permit (1st Request) for the operation of a Medical Office

LOCATION 505 West 2nd Street

APPLICANT Blake Webster and AmyKay Cole

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3 Multi-Family Residential	Historic Grocery	50' x 125'

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-1	R-1	R-1
Land Use	Residential	Residential	Residential	Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
2nd Street	Arterial	60'
Byers Avenue	Secondary	50'

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

No.

UTILITIES Yes.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

This Special Use Permit request is for the operation of a Medical Office at 505 West 2nd Street. This piece of property has local historic designation and, therefore, allows for some commercial land uses in residential zoning designations. This building housed the former Morgan's neighborhood grocery store. The structure was built by Mr. George Morgan in 1934 and was constructed as a simple concrete block building. The store served the surrounding residential neighborhood for over 40 years and it contributed significantly to the character and development of the neighborhood.

Conditions

1. This Special Use Permit is issued to Blake Webster and AmyKay Cole for the operation of a medical office at 505 W 2nd Street.
2. This permit shall be eligible for two (2) years, renewable in August 2018.
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 Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 028-16.

RECEIVED 7-8-16

SPECIAL USE PERMIT APPLICATION

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.: 028-16
Filing Fee: $ 450.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 8-8-16

APPLICANT: Blake Webster + AmyKay Cole PHONE: 316-554-4023
ADDRESS: 505 W. 2nd Street EMAIL: blkwebster@gmail.com
OWNER: BLAKE WEBSTER PHONE: 316-554-4023
ADDRESS: 702 GLENVIEW PL. JOPLIN, MO 64801 EMAIL: blkwebster@gmail.com
LOCATION OF PROPERTY: 505 W. 2nd Street
LEGAL DESCRIPTION: See attached

PRESENT ZONING CLASSIFICATION: ACREAGE:
PRESENT USE OF PROPERTY: Previously Madison Lane Interiors

PROPOSED LAND USE ACTIVITY: Psychological practice

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Residential	R-3
South	"	R-3
East	"	R-3
West	"	R-1

	Yes	No

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

1. Is deemed necessary for the public convenience at that location. X ____
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. X ____
3. Is found to be generally compatible with the neighborhood in which it is proposed. X ____
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. X ____
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. X ____
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. X ____

Should this special use be valid only for a specific time period? Yes _ No ____

If Yes, what length of time? ____

SIGNATURE: [signature] DATE: 07/05/16

BY: TITLE: Owner/Clinical Psychologist

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 affect 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 - 6 pm.
2. Days of Operation. M - F
3. Number of Off-street Parking Spaces. 8 spaces
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.) One Attached Sign

5. Number of Assistants or employees. 3 employees (total)
6. Nature of the Business. Psychology practice
7. Location of the Business. 505 Byers (2nd & Byers)

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

Executive Psychological Resources

Proposal supplement sheet:

1. Is deemed necessary for the public convenience at that location? A special use permit is required. Our use as private therapy offices will be voted on and approved by city council, estimated August, 2016.

2. Is so designed, located, and proposed to be operated that the public health, safety and welfare will be protected. The proposed use will be done in the name of fortifying public health. It is our hope a psychology practice will add value to the community's mental health.

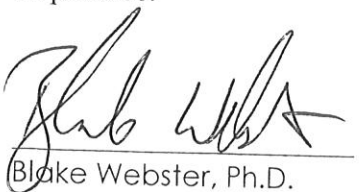
3. Is found to be generally compatible with the neighborhood in which it is proposed. This is a historic structure in a historic neighborhood; we will meet historic committee requirements for the structure in terms of color and trim.

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. We will not change the footprint of the building design and it will remain in compliance with historic and city codes.

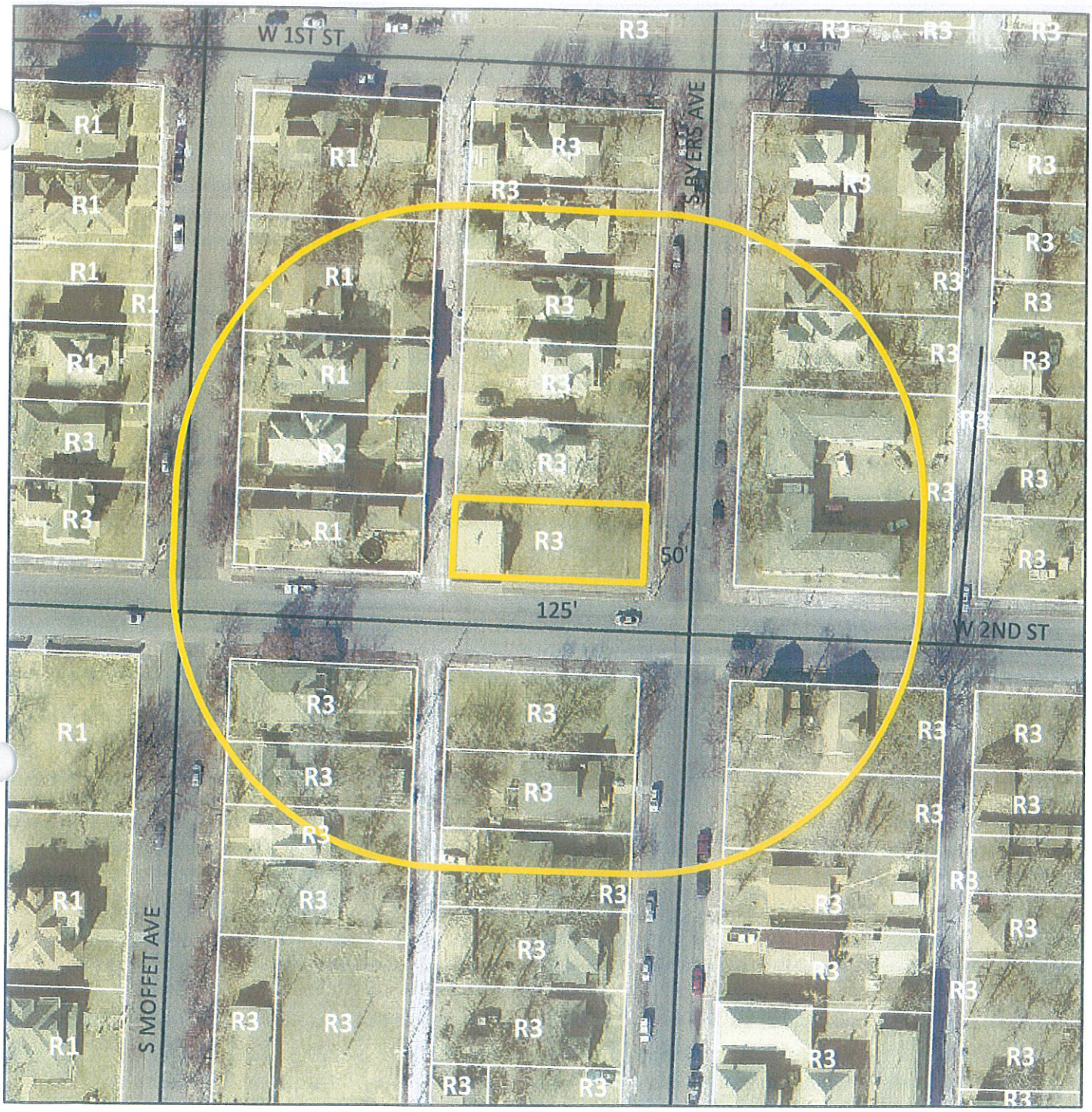
5. Off street parking and loading areas will provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. There are eight parking places designed for the building as well as two handicapped parking spaces. Furhter, we are meeting ADA requirements for the purpose of our business; this compliance is essential to our business operation.

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. We will not change the footprint of the building which has utilities; no additional facilities will be added, with the exception of aforementioned ADA compliance.

Should this special use be valid only for a specific time period? No, we anticipate many years of practice.



Blake Webster, Ph.D.
Licensed Clinical Psychologist



Case 028-16: 505 West 2nd Street – A request for a Special Use Permit (1st Request) for the operation of a Medical Office – Blake Webster and AmyKay Cole.

Case 028-16: 505 West Second Street – A request for a Special Use Permit (First Request) for the operation of a Medical Office – Blake Webster and AmyKay Cole.

Mr. Smith opened the public hearing for Case 028-16.

Dr. AmyKay Cole, 505 West Second Street, Joplin, stated she and Dr. Webster are both psychologists in the community. They have purchased that building to venture on their own.

Mr. Smith asked Dr. Cole if they plan on doing anything else with the building, and she replied no. There will be two offices upstairs, with the downstairs being a waiting room.

Mr. Duncan asked Dr. Cole if they will be seeing clients on the second floor, and she replied yes. Mr. Duncan stated there is a door on the east facing wall of the second floor with no staircase. Dr. Cole has received three bids for a staircase. There previously was a landing on the second floor, but the landing was removed in order to plaster. Instead of replacing the landing, a set of stairs will be erected.

Mr. Duncan asked Dr. Cole if the staircase will be in place before they begin seeing clients, and she replied yes.

Mr. Ramsour asked Dr. Cole about parking. She replied there is one parking space in the back, with on-street parking being available. Since there are only two offices, it is unlikely they would have more than four cars on the site at one time.

Mr. Ramsour asked Dr. Cole about the yard to the east. She would like the stairs to lead to a garden area that is surrounded by trees and large bushes.

Mr. Duncan asked Ms. Cunningham if there is an issue with not having a stairway from that second floor before Dr. Webster and Dr. Cole begin seeing clients. She will visit with the City's fire marshal and the commercial plan reviewer. They usually work with the access and the ingress and egress in and out of the building. The fire marshal must inspect the premises before their business license is issued.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He closed the public hearing for Case 028-16.

MR. DUNCAN MOVED, SECONDED BY MS. BRUECKNER-SEARS, THAT CASE 028-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A TWO-YEAR SPECIAL USE PERMIT TO BE ISSUED TO BLAKE WEBSTER AND AMYKAY COLE, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 6, 2016

Item: COUNCIL BILL NO. 2016-274
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 8/8/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 029-16: 3210 North Progress Avenue – A request to detach land located within the municipal corporate city limits of the City of Joplin and transfer to the City of Webb City for annexation property – Bemis Packaging.

STAFF SUMMARY:
This is a request by Bemis Packaging to detach a parcel directly west of their facility and transfer that land into the City of Webb City. Their business is located in the Joplin-Webb City Industrial Park. The part of the park located in Joplin is zoned M-2-PD (Planned Heavy Industrial) and contains industrial uses. Bemis Packaging sits on a tract that contains approximately 31 acres, approximately 25.5 of which are already located in the City of Webb City.

The City of Joplin is releasing the portion that Bemis Packaging is requesting to be annexed by the City of Webb City. Bemis Packaging initiated this request because their existing facility is already located in Webb City.

Staff recommends approval of Case 029-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Troy Bolander stated this property is located in the Joplin/Webb City Industrial Park. Several properties are in Webb City, with other properties being in the city of Joplin. Bemis Packaging owns property in both Webb City and Joplin. Their facility is located in Webb City, and they own an adjacent tract to the west that lies in Joplin. They are requesting the release of the property from Joplin, with Webb City annexing the property, so Bemis Packaging can aggregate all their property into Webb City. This is strictly a matter of cleaning up city boundaries. Staff recommends approval of this request.

Mr. Ramsour asked how this affects the tax base. Mr. Bolander replied the taxes are low since the property is undeveloped, but it will now go into Webb City.

Mr. Ramsour expressed concern that Joplin is giving up tax revenues if Bemis Packaging constructs a building on the property. Mr. Bolander replied the building is in Webb City. It is difficult to own a building or develop the property with having part of the development in Joplin and part of it in Webb City. Joplin has received some property in the past from Webb City in the same situation.

Ms. Cunningham stated the large building to the east of the property in this request is Bemis Packaging's current facility.

PUBLIC COMMENT:
None.

P & Z Case 029-15
Bemis Packaging
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-274 ORDINANCE NO.

AN ORDINANCE authorizing, approving, and accepting a transfer of land from the City of Joplin, Missouri, to the City of Webb City, Missouri, pursuant to RSMo., Section 71.011, 2003 as amended, providing for the giving of notice thereof, and establishing an effective date.

WHEREAS, the City of Joplin, and the City of Webb City, are contiguous municipalities located in Jasper County, Missouri; and

WHEREAS, the City of Webb City, and the City of Joplin, have been presented with a Petition by the owner of certain property located within the corporate limits of the City of Joplin, expressing a desire to detach a certain portion of land from the City of Joplin, and, concurrently annex the same to the City of Webb City; and,

WHEREAS, Section 71.011, RSMo., 2003, provides for the concurrent detachment and annexation by ordinance, without further action; and,

WHEREAS, there are no residents living on the subject property; and,

WHEREAS, having presented the subject matter of this Ordinance to Planning and Zoning and having received the favorable recommendation thereof, and having conducted a Public Hearing at its meeting on August 8, 2016.

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

Section 1. That, conditioned upon the concurrent detachment by the City Council of the City of Joplin, the City of Webb City does hereby accept, and annex to the City of Webb City, the following described tract of land, to-wit:

> A Tract of Land being part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Fractional Section 30 Township 28 North Range 32 West all in the City of Joplin, Jasper County, Missouri. Being described more fully as follows: Beginning at the Southeast Corner of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Fractional Section 30 Township 28 North Range 32 West, a found iron pipe; Thence N87°42’27”W a distance of 356.28 feet along the South Line of said Quarter Section to a found iron pipe on the apparent Easterly right-of-way Line of Missouri & Northern Arkansas Railroad (MNA);Thence N10°47’23”E a distance of 842.49 feet along said apparent right-of-way Line of said Railroad to a found iron pin with cap stamped J Mark Surveying; Thence S88°06’49”E a distance of 227.21 feet to the East Line of said the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Fractional Section 30;Thence S01°58’41”W a distance of 834.86 feet along said East Line to the Point of Beginning containing 5.58 Acres (243,280.09 Square Feet) more or less, all located in the City of Joplin, Jasper County, Missouri.

Section 2. That the City of Joplin believes that the reasons and purpose to be accomplished by the detachment and annexation include the ease of delivery of services to the residents thereof, in furtherance of the general public health, safety, and welfare of the residents, and of the City of Joplin.

Section 3. That the concurrent detachment, and annexation, shall be effective on the First (1st) day of November, 2016, at 12:00 a.m.

Section 4. That the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Jasper County, the Recorder of Deeds of Jasper County, and the Clerk of the Circuit Court of Jasper County.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 8, 2016
City Council Meeting: September 6, 2016

STAFF PLANNING REPORT
Land Detachment Request

CASE 029-16 A request to detach land located within the municipal corporate city limits of the City of Joplin and transfer to the City of Webb City for annexation property

LOCATION 3210 North Progress Avenue

APPLICANT Bemis Packaging

EXISTING CONDITIONS

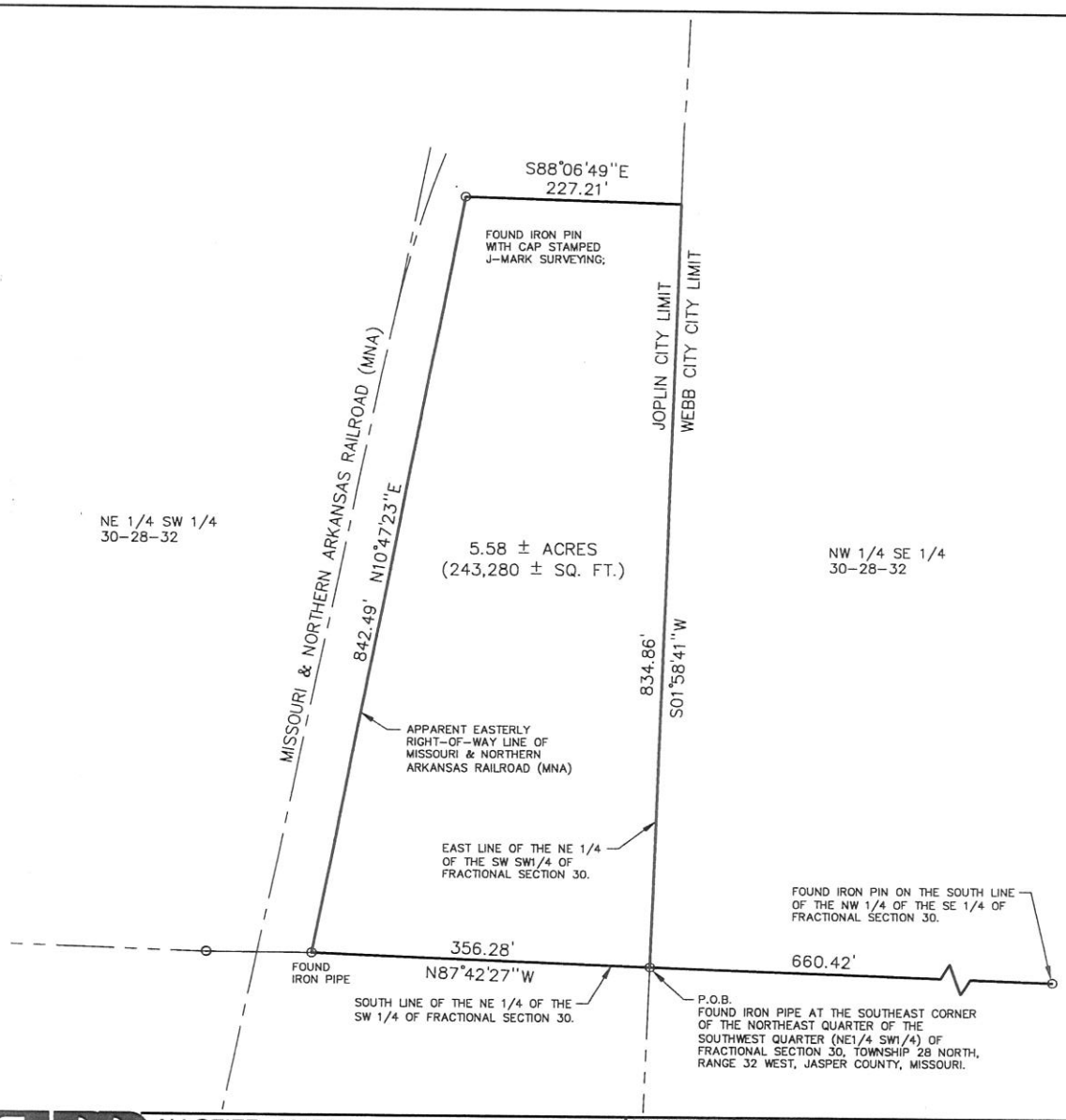
Zoning	Land Use	Property Size
M-2-PD	Undeveloped	5.5 acres

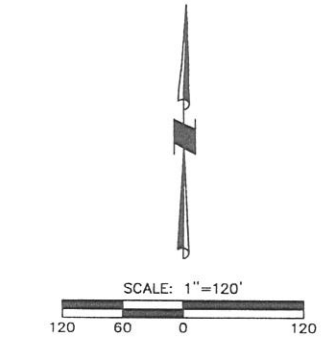
DISCUSSION

This is a request by Bemis Packaging to detach a parcel directly west of their facility and transfer that land into the City of Webb City. Their business is located in the Joplin-Webb City Industrial Park. The part of the park located in Joplin is zoned M-2-PD (Planned Heavy Industrial) and contains industrial uses. Bemis Packaging sits on a tract that contains approximately 31 acres, approximately 25.5 of which are already located in the City of Webb City.

The City of Joplin is releasing the portion that Bemis Packaging is requesting to be annexed by the City of Webb City. Bemis Packaging initiated this request because their existing facility is already located in Webb City.

Staff recommends approval of Case 029-16.





BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.

JOPLIN TO WEBB CITY ANNEXATION TRACT:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF FRACTIONAL SECTION 30 TOWNSHIP 28 NORTH RANGE 32 WEST ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF FRACTIONAL SECTION 30, TOWNSHIP 28 NORTH, RANGE 32 WEST, A FOUND IRON PIPE;
THENCE N87°42'27"W A DISTANCE OF 356.28 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO A FOUND IRON PIPE ON THE APPARENT EASTERLY RIGHT-OF-WAY LINE OF MISSOURI & NORTHERN ARKANSAS RAILROAD (MNA);
THENCE N10°47'23"E A DISTANCE OF 842.49 FEET ALONG SAID APPARENT RIGHT-OF-WAY LINE OF SAID RAILROAD TO A FOUND IRON PIN WITH CAP STAMPED J-MARK SURVEYING;
THENCE S88°06'49"E A DISTANCE OF 227.21 FEET TO THE EAST LINE OF SAID THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF FRACTIONAL SECTION 30;
THENCE S01°58'41"W A DISTANCE OF 834.86 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 5.58 ACRES (243,280.09 SQUARE FEET) MORE OR LESS.

PARENT TRACT – BK. 2160 PG. 0074 AS RECORDED IN JASPER COUNTY RECORDER'S OFFICE IN CARTHAGE MISSOURI.

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN AND ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE EXPRESS WRITTEN CONSENT OF ALLGEIER, MARTIN AND ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

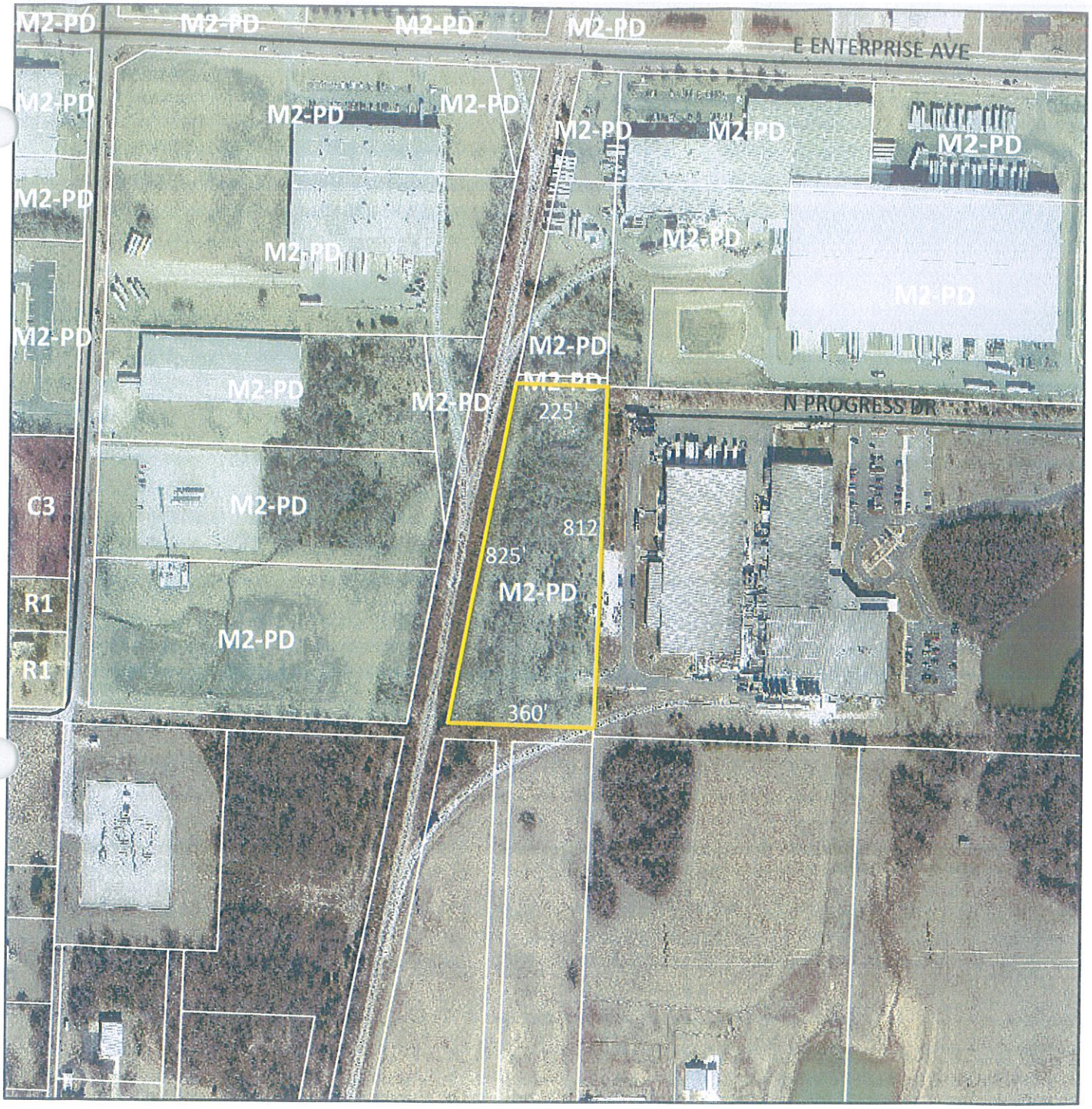
DATE	REVISION

DWN. BY:	BF
CKD. BY:	DDC
APPD. BY:	DDC
DATE:	7-15-2016

BEMIS FLEXIBLE PACKAGING - ANNEXATION EXHIBIT

SECTION 30, T28N, R32W — JASPER COUNTY, MO

DWG. NO.



Case 029-16: 3210 North Progress Avenue – A request to detach land located within the municipal corporate city limits of the City of Joplin and transfer to the City of Webb City for annexation property – Bemis Packaging.

N

Case 029-16: 3210 North Progress Avenue – A request to detach land located within the municipal corporate city limits of the City of Joplin and transfer to the City of Webb City for annexation property – Bemis Packaging.

Mr. Smith opened the public hearing for Case 029-16.

Mr. Troy Bolander, 602 South Main Street, Joplin, stated this property is located in the Joplin/Webb City Industrial Park. Several properties are in Webb City, with other properties being in the city of Joplin. Bemis Packaging owns property in both Webb City and Joplin. Their facility is located in Webb City, and they own an adjacent tract to the west that lies in Joplin. They are requesting the release of the property from Joplin, with Webb City annexing the property, so Bemis Packaging can aggregate all their property into Webb City. This is strictly a matter of cleaning up city boundaries. Staff recommends approval of this request.

Mr. Ramsour asked how this affects the tax base. Mr. Bolander replied the taxes are low since the property is undeveloped, but it will now go into Webb City.

Mr. Ramsour expressed concern that Joplin is giving up tax revenues if Bemis Packaging constructs a building on the property. Mr. Bolander replied the building is in Webb City. It is difficult to own a building or develop the property with having part of the development in Joplin and part of it in Webb City. Joplin has received some property in the past from Webb City in the same situation.

Ms. Cunningham stated the large building to the east of the property in this request is Bemis Packaging's current facility.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He closed the public hearing for Case 029-16.

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 029-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES August 15, 2016

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Mrs. Lewis

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw, Ryan Stanley, Phil Stinnett, Jim West and Mayor Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Low Water Bridge video presentation by Rod Harsh

REPORTS AND COMMUNICATIONS
Results of the August 2, 2016 Joplin City Election
The City Clerk's office has received the official returns of the August 2, 2016 General Special Election as verified by the County Clerk of Jasper and Newton Counties.
It is found and declared that the results are as follows:
For the City of Joplin Proposition A
4134-NO 2069-YES
This measure needed a simple majority for passage. Proposition A was approved by a majority of votes received and on file in the Office of the City Clerk.

For the record, 6302 ballots were cast in this election.

Respectfully submitted, Barbara Hogelin, MMC/MPCC, City Clerk
Motion by Mr. West, second by Mr. Stanley, to approve the election results as submitted by the City Clerk. Council voted 9-0.

Paul Bloomberg, Assistant Parks Director and Daryn Buholt, Golf Pro, to provide an update on Schifferdecker Golf Course. Council was very pleased with improvements to the course and thanked Daryn for his comments.

Police Chief Matt Stewart provided an update on the recent shooting in the city over the weekend. Mayor Seibert thanked Chief Stewart and all the agencies that contributed to assist Joplin Police Department and said we are a grateful community and commended Chief Stewart on his leadership role.

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

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

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized. Mr. Brown asked that Council Bill No. 2016-269 be removed from the Consent Agenda and be placed under Second and Third Reading. He indicated that was his place of employment and he would be abstaining on that item.

CITIZEN REQUESTS AND PETITIONS
Request to address Council from Jabbar Wesley, 3025 SE Clover Dr., Lee's Summit Mo, as the Government affairs contact for Missouri Gas Energy and briefly discuss their legislative priorities. Mr. Wesley did not appear.

Request to address Council from Rob Singh, 408 N. Cattleman's Drive, Joplin regarding the Safety on the Frisco Trail. Mr. Singh did not appear.

Request to address Council from Richard H. Russell, 2610 W. 23rd Street, Joplin, Mo, regarding miscellaneous. Richard Russell, 2610 W. 23rd Street addressed council and read a statement that talked about old Mayors never die, they just fade away. He said he has been happy to do so after having served on this governing body for twelve years. He was here tonight to throw you a lifeline, but more on that later.

Let me introduce you or re-introduce you to former Mayor and City Councilman and Elder Statesman Dr. Donald Clark. I have known Dr. Clark personally since I was a teenager. He was a lifelong resident of Joplin, WWII Veteran and an elder statesman for the City of Joplin. He served more years serving the citizens of Joplin than those before or after his tenure.

Some decades ago, Dr. Clark saw the need for Joplin to have a city flag. He spent countless hours designing Joplin's current flag. Many Council people have worn that flag as a lapel pin. Many citizens of Joplin of have been given the flag pin at award ceremonies. Hundreds of people around the country and the world have asked for this flag pin. People at national and state conferences have sought out the Joplin delegation to ask for one of our flag pins.

I have collected hundreds of pins of cities throughout the United States with seals and their flags. The Joplin flag design takes no back seat to any of the designs that I have in my possession.

The week of July 18th, I heard a local news broadcast that reported that some people wanted to change Joplin's flag. I didn't think much of it. I contacted some Council people that said they had no conversation and it had not been discussed with those that I spoke to. However, on Thursday's television newscast, it was reported that a panel of seven was going to have a contest to redesign the Joplin flag and that the winner would be announced in October. There was a large article in the Joplin Globe July 24th that would lead one to believe this was a done deal. As some things take a life of their own it could very well become a done deal. If this isn't enough, Dr. Clark's two daughters were called to say there were those that wanted to change the Joplin flag. Now can you imagine the gall of someone to call Dr. Clark's daughters to them one of his legacy's was to be removed? That is not right for his family or the citizens of Joplin.

On or about the 10th of August, a young man was interviewed on the evening news. His reasoning for changing the flag was without substance or rationale. It was though a group sat around a campfire, sang Kum Bye Ya and one said "I have an idea". "Let's change the flag of the city of Joplin". It appears this group did not come before this body prior to starting their agenda.

It is my understanding that Ms. Callie Hudson, the Downtown Merchants Executive Director, is promoting this idea. Could someone tell me why the Downtown Association is going outside its mission? When Callie was asked what was wrong with the current Joplin flag she was quoted as saying "Almost everything"? She was then quoted as saying, "It becomes difficult to be a cheerleader for our city".

A few weeks earlier, prior to the flag issue, Ms. Hudson came before this body and insinuated that people came to a community over what the downtown looks like and Joplin doesn't look inviting and could turn people against moving to Joplin. I am paraphrasing of course, however I believe they come here because of clean air, water, quality of life, its people, its morals, its entertainment, education and much, much more.

I have been contacted by former city council members just this past week. I have also visited with city employees. Both groups like the flag just as it is.

As former Mayor, the Council and I approved an Ordinance naming the former city hall the Dr. Donald Clark Safety Building, with my signing of that Ordinance, it was placed in a case with his accomplishments, one of which is his flag design. Dr. Clark was well respected by former mayors and councils. He was well respected by our surrounding communities.

Now, for my lifeline to you, you have the opportunity to nip this in the bud. Tomorrow, a representative of this body could walk across the street and say "cease and desist". I predict that if that doesn't happen their plan will continue. Well-meaning citizens will have an expectation of their drawing to be a winner and the winner will have an expectation as well.

As October arrives, they will come before this body and your backs will be against the wall. This will be a decisive issue for the city and citizens of Joplin. You don't need this distraction as you move forward with employee pay issues, budget hearings. And more important real city issues.

As you look at the ceremonial flag behind you, you will note the city seal, on either side of the seal is a miner. That represents our heritage, there is the date of the founding of our beautiful city. The word "Joplin" is proudly present on the flag. Friends, the flag behind you is a ceremonial flag. I believe the city has a least five of these flags. To replace these flags, the costs would be more than $1,500 per flag. That would cost the tax payer at a minimum $7,000 or more. I am not sure what other expenses would be involved.

In closing, if you were one of Dr. Clark's patients, a Veteran, VFW, American Legion, or someone who supported and voted for him to be re-elected time and time again, please join me in stopping this movement. Come to a City Council meeting or call your Council person. The Joplin City Council needs to nip this in the bud sooner rather than later.

Motion by Mr. Stanley, second by McCreary, to allow Mr. Tom Orr 426 Austin Webb City Mo. to address Council regarding assisting him in writing a paper on the Joplin tornado with his dissertation. Council voted 9-0 to allow Mr. Orr to speak. Mr. Orr briefed the Council on his college project and asked if they would like to join in they could do so.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Hogelin

Public Hearing for the FY 2016-17 proposed budget – Finance Director Leslie Haase presented a preliminary view of the proposed budget to the council.

Mayor Seibert opened the Public Hearing

No one appeared in favor of or in opposition of this request.

The public hearing was closed.

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-271 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-3 and including in District C-3-PD property as described below and located at the northwest corner of 26th Street and Main Street in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

No one appeared in favor of or in opposition of this request.

The public hearing was closed.

Mr. West introduced Council Bill No. 2016-271. Motion by Mr. West, second by Ms. Colbert-Kean that Council Bill No. 2016-271 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 1, McCreary.

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-272 - AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at the northwest corner of 26th Street and Main Street in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

No one appeared in favor of or in opposition of this request.

The public hearing was closed.

Mr. West introduced Council Bill No. 2016-272. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2016-272 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 1, McCreary.

CONSENT AGENDA – Motion by Mr. Stanley, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the August 1, 2016 Council Meeting

COUNCIL BILL NO. 2016-011 - an ordinance re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. **Ordinance No. 2016-118**

COUNCIL BILL NO. 2016-369 – AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2015, through October 31, 2016, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City. **Ordinance No. 2016-119**

COUNCIL BILL NO. 2016-370 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Gould Evans Affiliates for Planning Services relating to the update of the City of Joplin Zoning Code; authorizing the City Manager to execute said Agreement for the City, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015. **Ordinance No. 2016-120**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2016-136 - approving an agreement with Olsson Associates in the not exceed amount of One Hundred Sixty-Two Thousand and no/100 Dollars ($162,000.00) for Design Engineering Services Associated for the Main Street Sidewalk from 11th Street to 15th Street Project; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2016-136 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley and Stinnett 8. Nays: 1, West.
The Council Bill was declared Adopted and entitled **Ordinance No. 2016-121**

Mr. Stanley introduced COUNCIL BILL NO. 2016-137- an ordinance approving an agreement George Butler Associates Incorporated in the not to exceed amount of Fifty-Two Thousand Seven Hundred Seventeen Dollars, ($52,717.00) for Engineering Services Associated with the 32nd and Main Street Intersection Improvement Project and amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2016-137 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.
The Council Bill was declared Adopted and entitled **Ordinance No. 2016-122**

Mr. Stanley introduced COUNCIL BILL NO. 2016-516 - an ordinance amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012, May 1, 2013, January 21, 2014 and December

7, 2015, providing for certain language changes to Section 1.11, Compensation; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2016-516 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-123**

ORDINANCES – FIRST READING

Mr. Stinnett introduced COUNCIL BILL NO. 2016-006 - an ordinance approving, affirming and ratifying the vacation of an alley that was originally vacated by Ordinance No. 21202 on March 6, 1951, by the City Council. Motion by Mr. Stinnett, second by Mr. West to Pass Council Bill No. 2016-006 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 1, McCreary. The Bill was read as being **Council Bill No. 2016-006**.

Mr. West introduced COUNCIL BILL NO. 2016-408 - an ordinance authorizing the City of Joplin to enter into a Sub-Recipient Agreement with the Joplin Area Chamber of Commerce Foundation in the amount of Two Million Four Hundred Seventy Thousand Dollars ($2,470,000.00) to purchase and install furniture, fixtures and equipment as required for the development and execution of the proposed training programs/classes. Motion by Mr. West, second by Mr. Shaw to Pass Council Bill No. 2016-408 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Bill was read as being **Council Bill No. 2016-408**.

ORDINANCES – SECOND AND THIRD READING

Mr. Stanley introduced COUNCIL BILL NO. 2016-012 – an ordinance approving a plan for an industrial development project (Heartland Pet Food Manufacturing project), consisting of the acquisition, construction, improvement and equipping of an expansion of a pet food manufacturing facility for Heartland Pet Food Manufacturing, Inc., a Delaware corporation; authorizing the city of Joplin, Missouri to issue its taxable industrial development revenue bonds (Heartland Pet Foods Manufacturing Project), series 2016, in a principal amount not to exceed $83,250,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds. Motion by Mr. Stanley, second by Mr. Shaw to Pass Council Bill No. 2016-012 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Bill was declared adopted and entitled **Ordinance No. 2016-124**

Mr. West introduced COUNCIL BILL NO. 2016-269 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located at 2201 North Main Street in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mr. McCreary to Pass Council Bill No. 2016-269 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Abstention: 1, Brown. The Bill was declared adopted and entitled **Ordinance No. 2016-125**

Motion by Mr. Stinnett, second by Mr. Stanley to place council bill NO. 2016-010 on the agenda under Second and Third and reading. Motion carried 9-0.

Mr. Stinnett introduced COUNCIL BILL NO. 2016-010 – an ordinance amending Chapter 2, Administration, Section 2-50, Code of Ethics. In general, creating a new Section 2-50(n) of the Joplin City Code.

Mr. Stinnett brought the discussion forward from the June 20, 2016 council meeting when this item was tabled. He asked that this item be voted on to allow a former member of council not to have to wait a year to serve on a committee as stated in this ordinance.

Motion by Mr. Stinnett, second by Mr. McCreary to Pass Council Bill No. 2016-010 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Lewis, McCreary, Seibert, Stanley, and Stinnett, 5. Nays: 4, Brown, Colbert-Kean, Shaw, and West. The Bill was declared adopted and entitled **Ordinance No. 2016-126**

NEW BUSINESS:

Council made the following reappointments to boards and commissions:

ADA: Sarah Vargyas
ADA: Don Helms
AIRPORT: Tim Forker
Bldg. Bd of Appeals: Crystal Harrington
Bldg. Bd. of Appeals: Ervin Wilson
Capital Imp.: Tom Beisner
Design Review: Michael Joseph
Housing Authority: Carol Humbard
JRC: Fred Osborn
JSA: Phil Metz
JSA: Cathy Welsh
Solid Waste: Ryan Bennett
Traffic: Michael Mayer
Traffic: Ervin Wilson

Council made the following appointments to boards and commissions:
CVB: Kerstin Landwer and Miranda Comer;
Health Board: Dr. Bob Tyler
JIDA: Kevin Parker
Library Board: Amy Koeshall
Parks and Rec: Shawn Klosterman;
Police and Firemen's Pension Board: Marshall Hogue
TIF: Joshua Bard.

Mayor pointed out the City Clerk had a request to move back the cutoff day by one day for accepting board applications from Thursday of the council packet day to Wednesday to allow time to prepare the packets. Motion by Mr. Stanley, second by McCreary, to move the board application cut off day for packets from Thursday noon to Wednesday noon of council packet week. Council agreed 9-0.

Mr. Stinnett brought up the Finance Committee Resolution and that it has a deadline of August 19. 2016. He would like to see the finance committee come back again. Motion by Mr. Stanley Second by Mr. McCreary to bring the issue back to council at the September 6, 2016 meeting to extend the deadline. Council voted 9-0 to extend the deadline.

News from the PIO

The Joplin Police Department reminds residents that Joplin schools start this week, so to be aware of more pedestrian and vehicular traffic during morning hours as well at the end of the school day, from approximately 2:30 p.m. to 3:45 p.m. Also – please note that the school crossing zones have a lower speed limit during these times. Let's make it a safe year and slow down during these times and keep our kids safe.

We encourage the public to Save the Date of Saturday, August 27 for the opening of Mercy Park, located at 26th and Maiden Lane. Everyone is welcome to join us at our newest park which features beautiful trails, a pond and a peaceful setting. This community event is scheduled for 10 a.m. and we hope everyone is excited to enjoy this new park.

This Saturday, August 20 - the City's free drop off for tree limbs and brush will be open. Residents cleaning up their yards can bring their tree limbs and brush from 8 a.m. to 2 p.m. on Saturday, August 20 to the drop off site at 1702 North Schifferdecker, located about a half a mile north of Belle Center Road on the west side of Schifferdecker.

And remember - before you start your yard work, come down to Third Thursday this week in Downtown Joplin and enjoy the cooler weather we're having!

More details about these topics can be found on our website, www.joplinmo.org. Thank you.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1) (2) (3) RSMo, as amended, 2015. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Stanley, second by West, to go in closed session. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 1, Brown.

There being no further business the meeting adjourned at 9:10 p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES August 29, 2016

Mayor Seibert led the Flag Salute

City Clerk Barbara Hogelin read the Special Call.
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 6:00 pm on Monday, August 29, 2016, in the 5th Floor Council Chambers, 602 S. Main Street, for the purpose of items listed below.

ROLL CALL: PRESENT: Taylor Brown, Melodee Colbert–Kean, Miranda Lewis, Dan McCreary, Michael Seibert, Gary Shaw, Ryan Stanley, Phil Stinnett and Jim West. Absence: 0, Also in attendance were City Attorney Peter Edwards and City Manager Sam Anselm.

Public Hearing Procedures were read by City Clerk Barbara Hogelin

Public Hearing on the 2016 property tax rate.
City Finance Director led the discussion on the proposed property tax rate.
Mayor Seibert opened the Public Hearing.
No one spoke in favor of or in opposition to this item.
The Public Hearing was closed

Mr. Stinnett introduced RESOLUTION NO. 2016-018-a resolution extending the Financial Oversight Committee for an additional term of three years. Motion by Mr. Stinnett, second by Mr. Stanley to amend the resolution by removing Section 4 of the Resolution: "The City Manager may assign tasks to the Committee". Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Stanley, Stinnett, and West, 8. Nays: 1, Shaw.

Mr. Stanley introduced COUNCIL BILL NO. 2016-517-an ordinance levying taxes in the City of Joplin, Missouri for the year 2016 in the amount of Seventeen and Fifty-Eight Hundredths Cents ($0.1758) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2016 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause. Motion by Mr. Stanley, Second by Ms. Colbert-Kean that Council Bill No. 2016-517 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-127**

Mr. Stinnett introduced COUNCIL BILL NO. 2016-518-an ordinance approving a partial assignment of the Northpark Crossing Tax Increment Financing Redevelopment Agreement by and between the City of Joplin and North Park Crossing, LC, a Missouri limited liability company; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council

August 29, 2016

Bill No. 2016-518 be approved on an emergency basis Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-128**

New Business
Options for 15th Street improvements – options were given to council for discussion on the 15th street improvement. On the options for the 15th Street improvements we approve option #3 the full blown option. At this point and time. I have a Motion by Mr. Stinnett and a Second by Mr. Shaw we approve option #3 this evening on the Fifteenth Street TIF Improvements Options. Option 3. Please vote. Voting in favor were Council Members: Brown, Lewis, Shaw, Seibert, Stanley, Stinnett, and West, 7. Nays: 2, Colbert-Kean, McCreary.

Council added Tom Franz and Brandon Davis to the Financial Oversight Committee and Andy Perigo as an alternate. Mayor Seibert asked Dan McCreary to serve as the Council Representative.

Motion by Mr. McCreary, second by Mr. West to charge the Financial Oversight Review Committee to review the short term budget needs and to look for a long term solution that the city charges.

The City Council Adjourned to a Budget Work Session.

Motion by Mr. West, second by Mr. Stanley to review the 2017 proposed budget to include a 3% across the board raise for employees and to also be spending neutral as far as capital expenditures are concerned so we have a balanced budget for our 2017 budget.

Respectfully
Barbara L Hogelin
Barbara Hogelin, MMC/MPCC
City Clerk

City of JOPLIN **CITY COUNCIL AGENDA ITEM**

REQUESTED COUNCIL MEETING DATE: September 6, 2016

ITEM: RESOLUTION NO. 2016-006

ORIGINATING DEPARTMENT: Legal Dept.

ATTACHMENTS: 1) Resolution No. 2016-006 2) Proposed JSA By-Laws

DEPARTMENT HEAD: Peter Edwards
CITY MANAGER: Sam Anselm

INTRODUCTION:

The Joplin Sports Authority (JSA) has made minor revisions to its By-Laws, a copy of which are attached hereto as Exhibit "A"; and would like City Council's approval of these changes. This Resolution ratifies the First Amendment and Restated By-Laws of the Joplin Sports Authority, Inc.

BYLAWS

OF

THE JOPLIN SPORTS AUTHORITY

ARTICLE I

Name and Purpose

Section 1. Name. The name of the Corporation shall be The Joplin Sports Authority, Inc., (hereinafter referred to as the "Corporation").

Section 2. Purpose. The purpose for which the Corporation is organized is as set forth in the Articles of Incorporation of the Corporation.

ARTICLE II

Locations of Offices

Section 1. Offices. The principal office of the Corporation shall be located in Joplin, Missouri.

Section2. Other offices. The Corporation may have offices at such other place or places, either within or without the State of Missouri, as the Board of Directors may, from time to time, designate.

ARTICLE III

Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors (hereinafter referred to as the "Board"). Unless otherwise specified, Directors need not be residents of the State of Missouri. The Directors shall select one of their members who shall serve as Chairman, and preside over Board meetings. The President of the Corporation may serve as Chairman.

Section 2. Number, Qualification, and Terms. The Board shall consist of fifteen (15) members. There shall be four (4) classes of Directors: appointed, citizen, at-large, and ex-officio. The Directors shall be selected as set forth herein. The term for all Directors shall be three (3) years unless otherwise provided. No Director shall serve more than two (2) successive full terms, and, Directors shall not be eligible for further appoint to the Board until one (1) year after the expiration of the second full term. Directors, unless otherwise noted below are not required to be residents of the City of Joplin; however, in no event shall the total number of Directors who are not residents of the City of Joplin exceed seven (7).

Section 3. Appointed Directors. By virtue of their position, the holders of the following positions shall automatically be Directors of the Corporation:

(a) Athletic Director of MSSU

(b) Athletic Director of Joplin R-8

(c) Director, Joplin Convention and Tourism Bureau

(d) Director, Parks and Recreation, City of Joplin

Appointed Directors may be but shall not be required to be residents of the City. Appointed directors shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 4. Citizen Directors. The Council of the City of Joplin shall select at least six (6) residents of the city who are interested in and dedicated to, the promotion of sports in the city and region for the position of Directors of the Corporation. Such Citizen Directors, so appointed shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 4.5. At –Large Directors. The Council of the City of Joplin shall select five (5) area residents interesting, and dedicated to, the promotion of sports in the city and region for the position of Directors of the Corporation, two (2) for a term of three (3) years, one (1) for a term of two (2) years, and one (1) for a term of one (1) year; thereafter, the term for all at large Directors shall be for three (3) years. Such at large Directors, so appointed shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 5. Ex-officio Board members. In addition to the appointed and citizen members of the Board, the executive Director of the Corporation, and the mayor of the City of Joplin or his designee among the Council of the City of Joplin shall be ex-officio members of the Board of Directors. Ex-officio members shall be entitled to all notices and documents and shall have the right to speak on any issue before the Board but they shall have no vote on Corporation issues. Ex officio members shall not count against the total of 15 members allowed to serve as board members.

Section 5.1. Founders chair. In addition to other ex-officio member there is hereby created an ex-officio member position to be known as the founder's chair. Any person appointed to the founder's chair shall be an individual who has served the maximum term as a Director of the Corporation, has shown outstanding dedication to the Corporation and the promotion of sports marketing in Joplin and the area. The founder's chair shall be appointed by the Council of the City of Joplin City and shall serve without term at the pleasure of the Council. The founders chair shall have the same rights and privileges of any other ex-officio member as described in section 5 above and none other. The founders chair shall not count against the total of 15 members allowed to serve as

board members.

Section 5.2. Alternate members. The Council of the City of Joplin may, upon the request of the Board of Directors, select not more than two (2) area residents to serve as alternate Directors. Such alternate Directors shall be entitled to all notices and documents and shall have the right to speak on any issue before the Board but they shall have no vote on Corporation issues. The term of any such alternate Director shall be as described in section 2 hereinabove. The attendance of any alternate Director shall not be used to determine the existence of a quorum for the transaction of business.

Section 6. Resignation and removal. A Director may resign at any time by submitting his written resignation to the chairman of the Board. Resignations shall be effective on the date specified therein, or, if no date is specified, upon receipt by the chairman. A Director may be removed, with or without cause, by a majority vote of the Directors then in office. Resignation of removal shall also constitute resignation from any committee of which such Director is a member and from any office held by such Director.

Section 7. Vacancies. A citizen Director shall be selected by the Council of the City of Joplin to fill a vacancy for the unexpired term of his predecessor in office. Any vacancy in an appointed or ex-officio Director shall be filed by the individual selected to fill such position.

Section 8. Attendance. Director are required to attend at least one-half (1/2) of the Board meetings held each year. A Director who fails to meet the above attendance requirement or who misses three (3) consecutive regularly scheduled meetings may be removed from office. Exceptions for illness and personal emergencies may be

considered.

Section 9. Regular meetings. Regular quarterly meetings of the Board shall be held at least quarterly at the principal place of business of the Corporation or as specified in the notice of the meeting. The meeting held during March shall be the annual meeting of the Board.

Section 10. Agenda for annual meeting. The agenda for the annual meeting of the Board shall be as follows:

(a) Call to order by the Chairman;

(b) Approval of minutes of the preceding meeting;

(c) Committee reports;

(d) Reports of officers;

(e) Any business;

(f) Recognition of Directors who shall immediately assume office;

(g) Election or appointment by current Directors of officers of the Corporation.

Section 11. Special meetings. Special meetings of the Board may be called by or at the request of the chairman of the President or two (2) Directors. The person or persons calling a special meeting of the Board may fix any place, either within or without the State of Missouri, as the place for holding any special meeting of the Board called by them.

Section 12. Notice. Written or printed notice stating the place, day, hour of the meeting and, in case of a special meeting, the purpose or purposes for which it is called shall be delivered not less than two (2) nor more than forty (40) days before the date of

the meeting, either personally, by mail or by telegram by or at the direction of the Chairman or the secretary to each member of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Corporation, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 13. Quorum. A majority of the whole Board present in person shall constitute a quorum of the transaction of any business at any meeting of the Board; provided, however, that less than a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 14. Voting. A Director shall vote in person.

Section 15. Manner of acting. The act of a majority of the Directors present in Person at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law, the articles of incorporation or these Bylaws.

Section 16. Compensation. Directors as such shall not receive any stated salaries for their services. Notwithstanding the foregoing, nothing contained in this section shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Corporation shall be a President, Chairperson, one or more vice Presidents, Vice Chairpersons, a secretary, a treasurer, the executive Director, and such other officers as may be elected or appointed in accordance with the provisions of this article. The Board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of chairman and secretary.

Section 2. Election and term of office. The officers of the Corporation shall be elected by the Board at its annual meeting. If the election of the officers shall not be held at such meeting, such election shall be held soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office for one (1) year and until his successor shall have been duly elected and shall have qualified. No person except executive Director shall serve in any single office for more than three (3) consecutive one-year terms. After an absence of one (1) year in any office, such person shall be eligible for re-election to that office for up to three (3) additional consecutive one-year terms

Section 3. Removal. Any officer elected or appointed by the Board may be removed by a majority vote of the Directors then in office whenever in their judgment the best interests of the Corporation would be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer, however, shall not of itself create any contract rights.

Section 4. Vacancies. A vacancy in any office due to death, resignation, removal, and disqualification or otherwise may be filled by the Board for the unexpired portion of

the term.

Section 5. President. Chairperson. The President Chairpersonshall preside at all meetings of the Board. He shall see that all orders and resolutions of the Board are carried into effect and in general shall perform all duties incident to the office of President Chairperson and such other duties as may be assigned by the Board. He shall prepare for a formal report of all activities of the Corporation, which shall be made available within thirty (30) days of the close of the Corporation's fiscal year.

Section 6. Vice President. The vice President Chairperson shall act in the absence of the President, Chairperson, in which case he shall have all the power and authority of the President Chairperson.

Section 7. Secretary. The secretary shall record or cause to be recorded minutes of all meetings of the Board. He shall give or cause to be given notices of all meetings.

Section 8. Treasurer. Two signatures of the designated Board members shall be required on all corporate checks. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever; and deposit all such monies in the name of the Corporation in such as banks, trust companies, or other depositories as shall be selected in accordance with the provisions of article VIII of these Bylaws. The treasurer shall, with the advice of the President, prepare an annual budget for the Corporation. The treasurer shall, with the advice of the President, submit quarterly reports of the Corporation's fiscal affairs to the City of Joplin's finance Director. The treasurer shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Board.

Section 9. Assistant secretaries and assistant treasurers. If required by the Board, the assistant treasurers shall give bonds for the faith discharge of their duties in such sums and with such sureties as the Board shall determine. The assistant secretaries and assistant treasurers, in general, shall act respectively in the absence of the secretary or the treasurer, in which case they shall have all the power and authority of the secretary and treasurer. The assistant secretaries and assistant treasurers shall perform such duties as shall be assigned to them by the secretary, the treasurer, or by Board.

Section 10. Executive Director. The Corporation may select an executive Director, who shall provide all services to the Corporation customary to this position, and who may, with authority of the Board of Directors, enter into contracts on behalf of the Corporation, the executive Director shall receive reimbursement for his expenses, and my receive a reasonably salary for his duties on behalf of the Corporation.

ARTICLE V

Committees

Section 1. Committees of the Board. The Board, by resolution adopted by a majority of the Directory's in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolutions or these Bylaws, shall have and exercise the authority of the Board in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the

Corporation; authorizing the voluntary dissolution of the Corporation of revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board which by its terms provides that is shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it or him by law.

Section 2. Other committees. Other committees not having and exercising the authority of the Board in the management of the Corporation may by designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Expect as otherwise provided in such resolution or by these Bylaws, members of each such committee shall be members of the Board, and the chairman of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such members whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 3. Term of office. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the member thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original

appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, or there Bylaws, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws, or with rules adopted by the Board.

ARTICLE VI

Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized or required by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer or an assistant treasurer; provided, however, that any checks, drafts or orders for the payment of money, notes or other evidences of indebtedness of the Corporation exceeding Five Hundred Dollars ($500.00), shall be countersigned by the President Chairperson of the Corporation or his designee.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies and other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VII

Indemnification

Section 1. Actions Other Than By or in the Right of the Corporation. The Corporation may indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonably cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the

Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

Section 2. Actions by or in the right of the Corporation. The Corporation may indemnify any person who was or is a party or is threatened to me made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses which the court shall deep proper.

Section 3. Indemnification against expenses. To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2 of this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expense, including attorneys' fees, actually and reasonably incurred by him in connection with the

action, suit or proceeding.

Section 4. Authorization of indemnification. Any indemnification under sections 1 and 2 of this article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this article. The determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding or, if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 5. Payment of expenses in advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this article.

Section 6. Provisions not exclusive. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to under any Bylaw, agreement, vote of the disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. The Corporation may purchase and maintain on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this article.

Section 8. Definitions. For the purpose of this article, references to "the Corporation" include all constituent Corporations absorbed in a consolidation or merger as well as the resulting or surviving Corporation so that any person who is or was a Director, officer, employee or agent of such a constituent Corporation or is or was serving at the request of such constituent Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this article with respect to the resulting or surviving Corporation as he would if he had served the resulting or surviving Corporation in the same capacity.

For the purposes of this article, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the Corporation" shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably

believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" as referred to in this article.

ARTICLE VIII

Conflicts of Interest

Each Director prior to taking his position on the Board of Directors, and all present Directors as soon as practical after the adoption of this policy, shall submit in writing to the President Chairperson of the Corporation a list of all business or other organizations of which the Director is an officer, member, owner, or employee, or for which he acts as an agent, with which the Corporation transacts business, or might reasonably in the future transact business or enter into a relationship in which the Director may have a conflicting interest. Each written statement shall be submitted with any necessary changes as they occur. Within ten (10) days prior to the annual meeting of the Board of Directors, the secretary shall mail to each Director his or her current statement for review. Prior to the annual meeting of the Board of Directors, each Director shall return the statement either verifying its accuracy or making necessary changes. The chairman of the Board of Directors shall become familiar with the statements of all Directors in order to guide his conduct should a conflict arise. The vice chairman of the Board of Directors shall be familiar with the statement files by the chairman of the Board of Directors.

No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Corporation, partnership, association or other organization in which one or more of its Directors or officers are

Directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director of officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) The contract or transaction is fair as to the Corporation as of the time it is authorized or approved by the Board, or a committee thereof, or the sole member.

Common or interest Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee which authorizes the contract or transaction.

ARTICLE IX

Books and Records

The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall begin on the first day of November and end of the last day of October in each year.

ARTICLE XI

Seal

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words “corporate seal, State of Missouri”.

RESOLUTION NO. 2016-006

A RESOLUTION ratifying the First Amendment and Restated By-Laws of the Joplin Sports Authority, Inc.

WHEREAS, the Joplin Sports Authority (JSA) has made minor revisions to its By-Laws, a copy of which are attached hereto as Exhibit "A"; and,

WHEREAS, the City Council is in agreement with the revisions and, by this Resolution, ratifies the First Amendment and Restated By-Laws of the JSA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI AS FOLLOWS:

Section 1. That the First Amendment and Restated By-Laws of the Joplin Sports Authority, Inc., (JSA), are hereby ratified.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 6, 2016

Item: RESOLUTION NO. 2016-016
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: 8/8/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 022-16: 2306 Xenia Street – A request for a Special Use Permit (First Request) for the operation of a Day Care Home – Yvonne Vonderosa.

STAFF SUMMARY:
This Special Use Permit request is for the operation of a Day Care Home at 2306 Xenia Street. This is a permitted home occupation conditional upon the issuance of a Special Use Permit from the City of Joplin. The day care will be limited to ten children and will have one employee. Operational hours will be from 6:30 a.m. to 5:30 p.m., Monday through Friday. There are two off street parking spaces provided by the property owner.

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

1. This Special Use Permit is issued to Yvonne Vonderosa for the operation of a Day Care Home at 2306 Xenia Street.
2. The permit shall be valid for two (2) years renewable in July 2018.
3. Care shall be given to no more than ten (10) children not related to the provider.
4. One (1) parking space for each employee shall be provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes RSMo, as amended is required.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.

8. The operator of the facility located at 2306 Xenia Street shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
10. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Yvonne Vonderosa requested a special use permit for a home pre-school day care.

Mr. Smith asked Ms. Vonderosa if she has operated a day care home before or if she was present for some other request. She replied it was for the day care home, and the homeowner at that time opposed the request. He expressed concern about insurance and liability. Since that time, she has purchased the home. The deed is now in her name, so those issues have been resolved.

PUBLIC COMMENT:
None.

P & Z Case 022-16
Yvonne Vonderosa
(P & Z Recommended Approval for a two-year Special Use Permit)

RESOLUTION NO. 2016-016

A RESOLUTION granting a Special Use Permit (First Request) to Yvonne Vonderosa for the operation of a day care home located at 2306 Xenia Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on August 8, 2016, recommended that a Special Use Permit be granted for the operation of a day care home located at 2306 Xenia Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 6, 2016, 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 Yvonne Vonderosa for the operation of a day care home in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL OF THE EAST 52.5 FEET OF LOTS NUMBERED SIX HUNDRED AND SEVENTY-ONE (671) AND SIX HUNDRED SEVENTY-TWO (672) AND THE WEST 15.5 FEET OF LOT NUMBERED SIX HUNDRED SEVENTY-THREE (673) IN ROYAL HEIGHTS SUB-DIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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 Yvonne Vonderosa for the operation of a Day Care Home at 2306 Xenia Street.

2. The permit shall be valid for two (2) years renewable in July 2018.

3. Care shall be given to no more than ten (10) children not related to the provider.

4. One (1) parking space for each employee shall be provided.

5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes RSMo, as amended is required.

6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.

7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.

8. The operator of the facility located at 2306 Xenia Street shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.

9. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

10. 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 Yvonne Vonderosa 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 _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

STAFF PLANNING REPORT
Special Use Permit

CASE 022-16 A request for a Special Use Permit (1st Request) for the operation of a Day Care Home.

LOCATION 2306 East Xenia Street

APPLICANT Yvonne Vonderosa

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 Single Family Residential	Residential	8,160 sq ft

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
Xenia Street	Secondary	40'

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

No.

UTILITIES Yes.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

This Special Use Permit request is for the operation of a Day Care Home at 2306 Xenia Street. This is a permitted home occupation conditional upon the issuance of a Special Use Permit from the City of Joplin. The day care will be limited to ten children and will have one employee. Operational hours will be from 6:30 a.m. to 5:30 p.m., Monday through Friday. There are two off street parking spaces provided by the property owner.

Conditions

1. This Special Use Permit is issued to Yvonne Vonderosa for the operation of a Day Care Home at 2306 Xenia Street.
2. The permit shall be valid for two (2) years renewable in July 2018.
3. Care shall be given to no more than ten (10) children not related to the provider.
4. One (1) parking space for each employee shall be provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes RSMo, as amended is required.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.
8. The operator of the facility located at 2306 Xenia Street shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
10. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 022-16.

SPECIAL USE PERMIT APPLICATION

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.: 022-16
Filing Fee: $ 450.00
Date Advertised: 6-26-16
Date Notices Sent 6-27-16
Public Hearing Date: 7-11-16

APPLICANT: Yvonne Verderosa PHONE: 417-621-1680
ADDRESS: 2306 E. Xenia Street EMAIL: vons.kidz@gmail.com

OWNER: Yvonne Verderosa PHONE: 417-621-1680
ADDRESS: 2306 E. Xenia Street EMAIL: vons.kidz@gmail.com
LOCATION OF PROPERTY: 2306 E. Xenia street Joplin Mo. 64801

LEGAL DESCRIPTION: ALL OF THE EAST 52.5 FEET OF LOTS NUMBERED SIX HUNDRED SEVENTY-ONE (671) AND SIX HUNDRED SEVENTY-TWO (672) AND THE WEST 15.5 FEET OF LOT NUMBERED SIX HUNDRED SEVENTY-THREE (673) IN ROYAL HEIGHTS SUB-DIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

PRESENT ZONING CLASSIFICATION: R-1 ACREAGE: .2 acres

PRESENT USE OF PROPERTY: Single-Family Residence

PROPOSED LAND USE ACTIVITY: In Home Daycare

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Single-family residence	R-1
South	Single-family residence	R-1
East	Single-family residence	R-1
West	Single-family residence	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.	X	
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	X	

3. Is found to be generally compatible with the neighborhood in which it is proposed. ___X___ _____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. ___X___ _____

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. ___X___ _____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. ___X___ _____

Should this special use be valid only for a specific time period? Yes _____ No __X__
If Yes, what length of time? _____

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 impact the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Site plans and landscape plans must be submitted for the site before a Special Use Permit can be advertised for public hearing.

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. 6:30am to 5:30 pm
2. Days of Operation. Monday through Friday
3. Number of Off-street Parking Spaces. Two
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.) None
5. Number of Assistants or employees: One.
6. Nature of the Business. Childcare
7. Location of the Business. 2306 E. Xenia street Joplin Mo. 64801

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

SIGNATURE: _____ DATE: _____

BY: Yvonne Verderosa TITLE: Owner

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: Joanne Henderson DATE: 6-9-16

BY: _____ TITLE: _____

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. _____
2. Days of Operation. _____
3. Number of Off-street Parking Spaces. _____
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.) _____
5. Number of Assistants or employees. _____
6. Nature of the Business. _____
7. Location of the Business. _____

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



Case 022-16: 2306 East Xenia - A request for a Special Use Permit (1st Request) for the operation of a Day Care Home - Yvonne Vonderosa.

Case 022-16: 2306 Xenia Street – A request for a Special Use Permit (First Request) for the operation of a Day Care Home – Yvonne Vonderosa.

Mr. Smith opened the public hearing for Case 022-16.

Ms. Yvonne Vonderosa, 2306 Xenia Street, Joplin, appeared to request a special use permit for a home pre-school day care.

Mr. Smith asked Ms. Vonderosa if she has operated a day care home before or if she was present for some other request. She replied it was for the day care home, and the homeowner at that time opposed the request. He expressed concern about insurance and liability. Since that time, she has purchased the home. The deed is now in her name, so those issues have been resolved.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He closed the public hearing for Case 022-16.

MR. DERMOTT MOVED, SECONDED BY MR. CORTEZ, THAT CASE 022-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A TWO-YEAR SPECIAL USE PERMIT TO BE ISSUED TO YVONNE VONDEROSA, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

Requested Council Meeting Date: September 6, 2016
Council Bills No. 2016-138
Item: Purchase of (3) MAPS vans

Originating Department: PUBLIC WORKS –MAPS

Attachments: 1) Council Bill No. 2016-138
2) Bid Tabulation
3) Vehicle Drawings

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

Recommended Action: Approval of the City of Joplin's purchase of (3) Light duty transit vehicles from Midwest Transit Equipment Co.

Background:
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Organization (MPO) area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration (FTA) reimburses the City at a rate of 80% for capital expenditures and 50% for operational expenses.

Discussion:
Staff conducted a formal bid utilizing the City's Purchasing and Procurement Policies and Procedures by advertising on the city website and it was emailed to companies listed on the city's bid list for vehicles. The bid opening was on July 21, 2016 for the purchase of (3) three light duty cutaway transit vehicles with ADA lifts to be used to provide MAPS service. Five bids were received. The lowest priced bid was submitted by Midwest Transit Equipment Co. in the amount of $182,157 or $60,719 per vehicle. The funds for this purchase were allocated in the 2016 budget using Transportation Sales Tax funds. The FTA will reimburse the City $145,726 for this capital purchase while $36,431 is funded through the Transportation Sales Tax. Contracts that use Federal funds do not allow geographical preferences in purchasing.

Recommendation: Staff recommends that Council Bill No 2016-138 authorizing the Public Works Director to enter into an agreement with Midwest Transit Equipment Co. for the purchase of (3) three medium duty vehicles per the specifications of Bid #2016-06. Per Section 2.12 (6) of the Home Rule

charter, this Ordinance provides for public improvements and should be approved by the Council on an emergency basis.

COUNCIL BILL NO. 2016-138 ORDINANCE NO.

AN ORDINANCE approving the contract between the City of Joplin, Missouri and Midwest Transit Equipment Inc. in the amount of One Hundred Eighty-Two Thousand One Hundred Fifty-Seven Dollars ($182,157) for the purchase of (3) three light duty cut-a-way vehicles per the specifications of Bid #2016-06; and containing an emergency clause.

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

Section 1. That the contract be awarded to Midwest Transit Equipment Inc. in the amount of One Hundred Eighty-Two Thousand One Hundred Fifty-Seven Dollars ($182,157) for the purchase of (3) three light duty cut-a-way vehicles.

Section 2. Upon the final delivery and acceptance of the vehicles per the specifications of Bid #2016-06, the contractor shall be paid from Account Number 140-5002-530-8210 Project GSTP01.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
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 Account Number 140-5002-530-8210 Project GSTP01 to pay the amount specified in this ordinance.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MO FORMAL BID TABULATION FORM

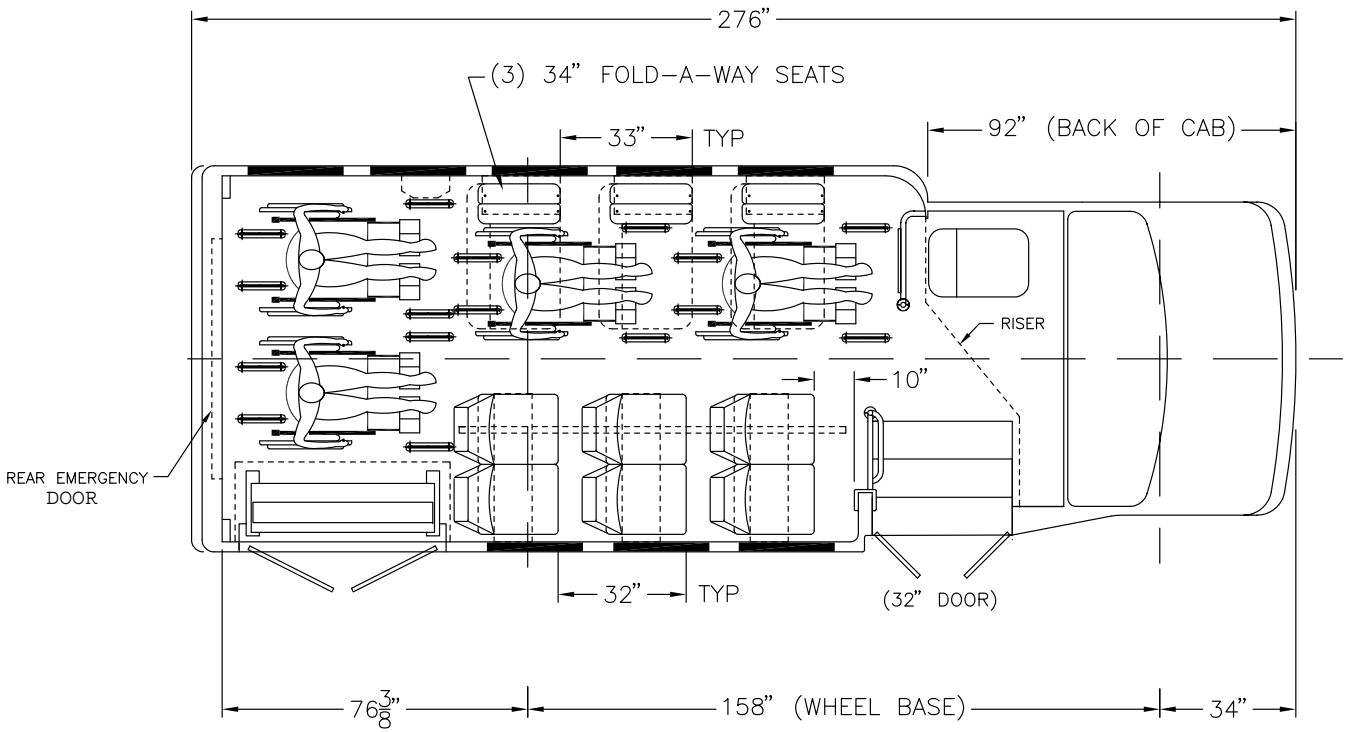
BID #2016-06 BID ITEM DESCRIPTION: 23' LIGHT DUTY CUT-A-WAY

BID OPENING DEADLINE: 10:30am on 7/21/2016 DEPARTMENT: MAPS

REQUISITION NUMBER: TIME OPENED: 10:30 AM

OPENED BY: Robert Lolley WITNESSED BY: Linda White

VENDOR NAME	CONTACT NAME	PHONE NUMBER	DEBARRED/ SUSPENDED	BID AMOUNT	BASE PRODUCT	Delivery Time
Midwest Transit Equip. Inc. 1101 N. Kenneth St.-Nixa, MO 65714	Kevin Mansfield	800-933-2412	NO	$60,719.00	2017 Elkhart E450	90 days after receipt of chassis
Masters Transportation 800 Quik Trip Way-Belton, MO 64012	Bob Tucker	816-318-9988	NO	$61,787.00	2017 Glaval E450	90-120 days after receipt of chassis
Southern Bus Company 80 South Highway Dr-Valley Park, MO 63088	Kent Jennings	866-327-1600	NO	$62,634.00	2017 Diamond E450	120 days after receipt of order
Masters Transportation 800 Quik Trip Way-Belton, MO 64012	Bob Tucker	816-318-9988	NO	$64,153.00	2017 Goshen E450	90-120 days after receipt of chassis
Central States Bus Sales 2450 Cassens Dr-Fenton, MO 63026	Lou Tagliaferre	636-343-6050	NO	$64,499.00	2017 Eldorado E450	90-120 days after receipt of order


276"
(3) 34" FOLD-A-WAY SEATS
33" TYP
92" (BACK OF CAB)
RISER
10"
REAR EMERGENCY DOOR
32" TYP
(32" DOOR)
76 3/8"
158" (WHEEL BASE)
34"

Requested Council Meeting Date: September 6, 2016
Council Bills No. 2016-139
Item: Operating Assistance Grant Agreement

Originating Department: PUBLIC WORKS –OPERATIONS

Attachments: 1) Council Bill No. 2016-139
2) Grant Agreement

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

Recommended Action: Approval for the City of Joplin to execute a Public Transit Operating Assistance Grant Agreement.

Background:
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Area (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin.

Discussion:
MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $17,682 in grant funds for the State's FY2017.

Recommendation: Staff recommends that Council bill 2016-139 be passed on an emergency basis Per Section 2.12 (1) of the Home Rule charter which will provide for public health, safety, welfare in that this program provides valuable service to Joplin citizens and acceptance of the grant is time sensitive to keep the services.

COUNCIL BILL NO. 2016-139 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS), and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of $17,682 to be used for operating assistance for the Metro Area Public Transit and Sunshine Lamp Trolley Systems;.

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 the City of Joplin, Missouri, understands that the grant funds do not require a local match.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: TC09
Approved: 06/96 (RMH)
Revised: 08/16 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of seventeen thousand six hundred eighty two dollars ($17,682) during the period from July 1, 2016, to June 30, 2017.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:
City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.: 417-625-4747

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.: 573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Grantee this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE
City of Joplin

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 6, 2016

Item: Council Bill 2016-371
Originating Department: Planning & Community Development

Attachments: 1) 2014 New Construction Agreement
2) 2015 New Construction Agreement
3) Council Bill No 2016-371

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

INTRODUCTION
The following agreements are between the City of Joplin and Economic Security Corporation of Southwest Area (ESC) for use of 2014 and 2015 HOME Funds.

DISCUSSION:
The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, constructing new affordable housing, acquiring and rehabilitating homes, and providing homeownership assistance.

These agreements are with ESC to act as owner and developer of a property for new construction of two single family homes within the region. This program will provide funding for the following projects:

- $90,000 of FY 2014 HOME funds and $24,879.25 of FY2013 HOME funds for the construction of a home to be sold to a low-moderate income family.
- $90,000 of FY2015 HOME funds for the construction of a second home to be sold to low-moderate income family.

RECOMMENDATION:
Staff recommends approval of the agreement with ESC to continue the new construction portion of the HOME Program on an Emergency basis. These activities have received prior approval from the Council as part of the 2014 and 2015 Action Plan(s).

COUNCIL BILL NO. 2016-371 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to FY2014 and FY2015 HOME funds for the new construction of housing; authorizing the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City of Joplin and the Economic Security Corporation of Southwest Area (ESC), are desirous of entering into an agreement whereby ESC will develop a home for a low/moderate income family through the Home Partnership Investment Program (HOME).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation of Southwest Area, generally pertaining to HOME funds for new construction of housing, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such is considered in an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CONSORTIUM

2014 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Economic Security Corporation of Southwest Area, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 302 S. Joplin Ave., Joplin Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. Specifically, this agreement refers to a PROJECT located in Census Tract _____. The Specific project location will be determined at a later date.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2016
Quarterly progress report	October 2016
Construction notice to proceed	Winter 2016
Quarterly progress reports	April 15, 2017 July 15, 2017
Construction completion	Spring/Summer 2017
Quarterly progress report	October 15, 2017
Home Sold	9 months after construction completion

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and home sold) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the

project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the redevelopment of the at least **one (1) PROJECT** as discussed in ATTACHMENT B: PROPOSAL FOR: 2014 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when a site-specific Construction Contract is signed between the CITY and the DEVELOPER.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, ELEVEN THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS **($11,487.00)** of HOME Funds, an amount included in Section IV A. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone ***Developer Fee %***	***Max. Cumulative***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2011 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and

regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

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

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 302 S. Joplin Ave., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Economic Security Corporation of Southwest Area: a Missouri Nonprofit Organization

By: _____ Date: _____

John Joines
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Sam Anselm
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 10 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

2014 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Economic Security Corporation of Southwest Area (ESC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds. These funds were budgeted for in the 2014 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The ESC proposes to use the $114,879.25 budgeted in the 2014 Action Plan to acquire and redevelop one (1) single family lot and build one (1) home located in Census Tract _____. The program will be fully financed by these grant funds. The home built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Other prevailing market conditions, including other government assistance (such as the CDBG Neighborhood Stabilization Program), will also influence the selection of each lot location and home design on a case by case basis.

It is the intent of the ESC to develop the project in a way that the program grows and becomes more self sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the ESC.

ACQUISITION

A search for vacant lots will begin in neighborhoods of eligible communities where new home construction will be beneficial to the neighborhood, but the area is still attractive and marketable to prospective homebuyers. Each lot acquired is anticipated to cost between $6,000 and $12,000.

When a potential lot is located, an environmental review will be completed and offer made as soon as clearance is receive from the City of Joplin. A negotiated earnest payment will be made on the property to secure site control until closing.

CONSTRUCTION

The home will be built in conformance with local applicable building code standards. The ESC will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. The ESC would like to reserve the right to work with a volunteer group if given the opportunity.

The ESC will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The ESC will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER
Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The ESC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the ESC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the ESC, if necessary. A standard closing process will be completed by the title company. The ESC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS
In the event a particular project does not sell within nine (9) months of its construction completion, the ESC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the ESC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS
When homes are sold, the funds that are repaid to the ESC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to develop new homes.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the ESC will no longer be restricted to federal regulations and will be considered "cash proceeds". The ESC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET
The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 8,000	$ 95,392.25	$ 11,487.00	$ 114,879.25

Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2016
Quarterly progress report	October 2016
Construction notice to proceed	Winter 2016
Quarterly progress reports	April 15, 2017 July 15, 2017
Construction completion	Spring/Summer 2017
Quarterly progress report	October 15, 2017
Home Sold	9 months after construction completion

Attachment D

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

JOPLIN CONSORTIUM

2015 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Economic Security Corporation of Southwest Area, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 302 S. Joplin Ave., Joplin Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. Specifically, this agreement refers to a PROJECT located in Census Tract _____. The Specific project location will be determined at a later date.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Winter 2016
Quarterly progress report	January 2017
Construction notice to proceed	Winter 2016
Quarterly progress reports	April 15, 2017 July 15, 2017
Construction completion	Summer 2017
Quarterly progress report	October 15, 2017
Home Sold	9 months after construction completion

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and home sold) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the

project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the redevelopment of the at least **one (1) PROJECT** as discussed in ATTACHMENT B: PROPOSAL FOR: 2015 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when a site-specific Construction Contract is signed between the CITY and the DEVELOPER.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, ELEVEN THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS **($9,000.00)** of HOME Funds, an amount included in Section IV A. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone ***Developer Fee %***	***Max. Cumulative***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2011 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and

regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

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

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 302 S. Joplin Ave., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Economic Security Corporation of Southwest Area: a Missouri Nonprofit Organization

By: _____ Date: _____

John Joines
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Sam Anselm
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 10 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

2015 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Economic Security Corporation of Southwest Area (ESC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds. These funds were budgeted for in the 2015 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The ESC proposes to use the $90,000.00 budgeted in the 2015 Action Plan to acquire and redevelop one (1) single family lot and build one (1) home located in Census Tract _____. The program will be fully financed by these grant funds. The home built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Other prevailing market conditions, including other government assistance (such as the CDBG Neighborhood Stabilization Program), will also influence the selection of each lot location and home design on a case by case basis.

It is the intent of the ESC to develop the project in a way that the program grows and becomes more self sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be moved to the owner-occupied rehabilitation program, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the ESC.

ACQUISITION

A search for vacant lots will begin in neighborhoods of eligible communities where new home construction will be beneficial to the neighborhood, but the area is still attractive and marketable to prospective homebuyers. Each lot acquired is anticipated to cost between $6,000 and $12,000.

When a potential lot is located, an environmental review will be completed and offer made as soon as clearance is received from the City of Joplin. A negotiated earnest payment will be made on the property to secure site control until closing.

CONSTRUCTION

The home will be built in conformance with local applicable building code standards. The ESC will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. The ESC would like to reserve the right to work with a volunteer group if given the opportunity.

The ESC will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The ESC will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER

Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The ESC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the ESC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the ESC, if necessary. A standard closing process will be completed by the title company. The ESC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS

In the event a particular project does not sell within nine (9) months of its construction completion, the ESC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the ESC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS

When homes are sold, the funds that are repaid to the ESC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to develop new homes.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the ESC will no longer be restricted to federal regulations and will be considered "cash proceeds". The ESC proposes to use those funds as owner equity in future activities and to use some of the funding to supplement the owner-occupied rehabilitation program.

PROGRAM BUDGET

The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 8,000	$ 73,000.00	$ 9,000.00	$ 90,000.00

Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Winter 2016
Quarterly progress report	January 2017
Construction notice to proceed	Winter 2016
Quarterly progress reports	April 15, 2017 July 15, 2017
Construction completion	Summer 2017
Quarterly progress report	October 15, 2017
Home Sold	9 months after construction completion

Attachment D

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 6, 2016

Item: Council Bill No. 2016-372
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Developer Agreement
2) Council Bill No 2016-372

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

INTRODUCTION:

The following agreement is between the City of Joplin and Joplin Area Habitat for Humanity for 2014 HOME Housing Developer funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's partnership with Joplin Area Habitat for Humanity (JAHFH) to act as owner and developer for the construction of new homes in the Joplin area. This program will provide $153,965.40 in 2015 HOME funds for the construction of approximately two (2) homes that will be sold to low-to-moderate income families.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2015 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so JAHFH can continue with new housing construction under the HOME program.

COUNCIL BILL NO. 2016-372 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2015 HOME housing developer funds; authorizing the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri to execute same on behalf of the City; and, containing an emergency clause.

WHEREAS, the City of Joplin and the Joplin Area Habitat for Humanity (JAHFH), are desirous of entering into an agreement whereby JAHFH will develop houses for low/moderate income families through the Home Partnership Investment Program (HOME).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity is entered into that describes the expenditure of 2015 HOME Housing Developer funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a _____vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN AREA HABITAT for HUMANITY

THIS AGREEMENT MADE this _____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main Street, Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the DEVELOPER has been selected by the CITY, and has submitted a proposal for use of HOME funds for a HOME-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate

income families to support the PROGRAM. Specific PROJECT locations shall be determined at a later date.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2016
Start construction – Project # 2	Winter 2016
Project Completion Date	Summer 2016
Home Sold/Occupied	Nine months after construction completion

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed (construction completed and home sold/occupied) **within 4 years of the signing of this agreement**. The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according

to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the approximately **two (2)** PROJECTS in ATTACHMENT B: PROPOSAL FOR: JOPLIN CONSORTIUM; LMI Homebuyer New Construction Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a working budget and realistic timetable for each PROJECT as relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). (See Attachment B for reimbursement process). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof,

ONE HUNDRED AND FIFTY THREE THOUSAND, NINE HUNDRED SIXTY-FIVE DOLLARS and FORTY cents ($153,965.40) of 2015 HOME Funds.

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation

delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. **Affordability (92.252; 92.254):** The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **(Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs

incurred, including actual expenditures or invoices for work completed.

All expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the budget. The DEVELOPER will follow the regulations set forth for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with these regulations will not be reimbursed by CITY and may be grounds for revocation of funding.

C. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

E. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

J. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not

expended under this agreement will revert to the CITY.

C. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii).

Section VII – Reserved

This section was intentional left blank

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the

AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience

In accordance with 24 CFR 85.44, awards may be terminated in whole or in part only as follows:

(a) The CITY with the consent of the DEVELOPER in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) The DEVELOPER upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received thirty (30) days after the due date. If the DEVELOPER has not submitted a report thirty (30) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 211 S. Main Street, Joplin, Missouri, 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18

U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit (See Attachment D) will have to be signed by the principal of the contracting company.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Area Habitat for Humanity: a Missouri Nonprofit Organization

By: _____ Date: _____

Scott Clayton
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Planning / Community Development Manager

_____ Date: _____

Sam Anselm
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 12 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

The Joplin Area Habitat for Humanity (JAHFH) presents the following proposal intended to meet the requirements of the LMI Homebuyer New Construction Program. Funding was budgeted in the 2014, City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The JAHFH proposes to use the $153,965.40 budgeted in the 2015 Action Plan to assist in the development approximately **two (2)** single family homes. Specific project locations will be determined at a later date. Homes developed under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by creating new housing stock and to promote homeownership.

HOME funding will be used for construction materials, specialty labor, other related development costs, and Habitat's administration costs, as related to each HOME assisted housing unit. For the purpose of this activity, construction materials, specialty labor, and other related development costs will be defined as:

> Construction materials will be any material which will become a permanent part of the housing unit.
>
> Specialty labor will be any labor activity which requires a license contractor in the City of Joplin.
>
> Other related development costs will be costs for activities such as, but not limited to, land acquisition and infrastructure costs related to developing lots for new construction.

Each project will consist of three phases of work; Pre construction, Construction, and Project close out.

Pre Construction - A written project cost estimate will be developed for each project prior to any construction work, Habitat will gather sufficient information, with support from the city, to allow for the completion of the required HUD environmental review.

An after construction determination of value will also be prepared to determine the affordability of the home to prospective LMI families and the feasibility of the project in general.

Habitat will submit all required information to the city before starting any project.

Construction -

Minimum Property Standard to be met

1 State and local code requirements.

If no state and local codes apply, one of the following national model codes:

- Uniform Building Code (ICBO)
- National Building Code (BOCA)
- Standard Building Code (SBCCI)

OR

- Council of American Building Officials one- or two-family code (CABO) OR
- Minimum Property Standards* (FHA) at 24 CFR 200.925 (for multi-family) or 200.926 (for one- and two-unit dwellings).

AND

2 Handicapped accessibility requirements, where applicable.

Habitat will submit request for reimbursement for eligible expenses during this phase.

The invoice should contain:
-the organization logo or letterhead,
-address of organization
-list of items to be reimbursed,
-total dollar amount requested,
-contact information

Submit proper documentation of all eligible costs (paid invoices and/or receipts, and proof of payment)

City will process documentation (this should not exceed three weeks).

Habitat has the option of picking up a check at the finance department or having it mailed to a specific address.

Any specialty contractors will have a pre-negotiated start and end date for the project. Contractors will be required to obtain all applicable permits where required. Habitat will oversee each construction project and approve pay requests. Payments to the contractor will be made at pre-determined milestones. The lowest, most responsive and responsible bidder will be awarded each project. The contractor's ability to complete each project in a timely manner will also be considered during the selection process.

Habitat will document all volunteer labor and donated materials, as it relates to each project assisted with HOME funds. The documented labor and materials will be applied to the 25% Non-Federal match required for the HOME program. At Habitat's discretion, they may count as match any Non-Federal investment in HOME-eligible housing as long as the investment meets the following requirements of the HOME regulations: Income determinations (24 CFR 92.203), Property standards (24 CFR 92.251) and Home ownership (24 CFR 92.254).

Project close-out

Habitat will work with the city to submit all required data to allow project to be closed out; including, but is not limited to:

-Copies of all sale documents containing a due on sale provision – indicating the affordability period of the project
-Final reimbursement request
-An itemized report outlining the dollar value of all donated materials and labor

Attachment C

Project Time Schedule

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2016
Start construction – Project # 2	Winter 2016
Project Completion Date	Summer 2017
Home Sold/ Occupied	Within 9 months of Construction Completion

Attachment D

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Scott Clayton and I am the Executive Director of Joplin Area Habitat for Humanity. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 6, 2016

ITEM: COUNCIL BILL NO. 2016-454

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 2016-2017.

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, 2016 through September 30, 2017. 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 39,749 clients and for a total cost reimbursement of up to $617,652.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2016-2017 city budget.

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

COUNCIL BILL NO. 2016-454 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, 2016 and running through September 30, 2017, for the amount of up to Six Hundred Seventeen Thousand, Six Hundred Fifty-Two Dollars and no Cents ($617,652.00), 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, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of September, 2016, 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 which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**
43687	WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2016	9/30/2017	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) *****0196	DUNS NUMBER 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 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.

1.2 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, 2016 through September 30, 2017.

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
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6204
Email: WICOperations@health.mo.gov

2. PURPOSE

2.1 The Department of Health and Senior Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program / Department) 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 timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), 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, as defined in WOM Policy 2.03200 and 2.0600 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 Services Standards located https://wicnss.fns.usda.gov/.

3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and ensure 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 (FI), Cash Value Vouchers/Benefits (CVV/Bs) or supplemental foods.

3.7.2 The Contractor 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 (1) employee is in the Contractor's 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 FI for the food package on the same day the applicant is determined eligible.

4.3 Formula shall not routinely be provided to breastfeeding mothers before their infant is one (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.

4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available at all times for approval and issuance of tailored food packages, special formulas and medical foods.

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

5.1 The Contractor shall provide FIs in compliance with the WOM as outlined in the Food Instrument Accountability Section which includes the following, but is not limited to:

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 that instructions are given to participants, guardian(s), or authorized proxies of participants 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 in accordance with WOM Policy 3.04000.

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. These services includes, but are not limited to:

WIC: Local Agency Nutrition Services

6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent/guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.06400.

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

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 participant-centered 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 for approved nutrition education methods to include but are not limited to: individual, group, alternative (web-based [WICHealth.org], self-paced lessons, telephone, e-mail) and Tele-Nutritionist.

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

6.1.6 Ensuring that the Contractor does not deny participants 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 an 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 and 6.05000.

WIC: Local Agency Nutrition Services

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.

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 services are available in their service area by:

7.4.1 Notifying the Department in writing at least sixty (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 - (WIC 34) located at http://health.mo.gov/living/families/wic/wiclwp/forms.php- (Administrative forms) and sending it to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found at http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf.

7.4.2 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.

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

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

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

7.8 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 Contractor's site through the use of signage or other means to direct WIC participants to the clinic.

WIC: Local Agency Nutrition Services

7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all of its staff follows the approved grievance procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

7.10 The Contractor shall ensure that its 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

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, but not limited to, written information on MO HealthNet (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, MO HealthNet or MO HealthNet Managed Care, and substance abuse education.

8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.

8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.5(d). The Department shall approve the signed agreement as part of the LAP and shall be kept on file at both the Department and the respective contractor.

8.3.2 WIC Program funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

9. ASSESSMENT, PLANNING, AND EVALUATION

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 and 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 WOM Policy 1.05550 and 7 CFR 246.19(b)(6).

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

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

a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of Department's approval and issuance of a new contract.

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 during the contract period, 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 publicly announce the availability of WIC Program benefits in the first quarter of each contract period, 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 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC Program is managed in the most effective an efficient manner possible. ER# 1.01250; 2008 7CFR 246.3(f). 246.4(a((26) & 246.6(b).

10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services as defined in WOM Policy 2.01450 and 7 CFR 246.11(d);

10.2.3 A Breastfeeding Coordinator;

a. The Contractor is required to employ or contract with a qualified person who has knowledge and experience to support, develop and implement all breastfeeding services.

10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d), 246.2 and 246.4(a);

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

10.2.5 A Retailer Contact Person;

10.2.6 A Competent Professional Authority (CPA);

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

10.2.8 A Lead Skills Validator who shall be a CPA.

10.3 The Contractor may employ the following staff to assist with the WIC certification process:

10.3.1 WIC Certifiers;

10.3.2 A Registered Dietitian (RD) who must be licensed to practice dietetics in Missouri;

10.3.3 Health Professional Assistants (HPAs); and

10.3.4 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 policy 1.01550.

WIC: Local Agency Nutrition Services

11.1.1 The Contractor shall ensure that any staff/volunteers that perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.

11.1.2 The Contractor shall ensure all its WIC staff has internet services to access e-Learning courses found at http://health.mo.gov/living/families/wic/wictraining/programmanagement.php#gov.

11.1.3 The Contractor shall ensure that its WIC staff completes required training provided by the Department for all staff roles and responsibilities and document all training completed as described in 7 CFR 246.11(c) and WOM Policy 1.01550.

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 require its WIC Coordinator or designee to document and maintain training records for all staff 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. WOM Policy 1.03700 Conference and Training describes allowable training and costs.

11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC Program policies and procedures as the Department determines necessary.

11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.

11.2.2 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 7 CFR 246.8 in all aspects of their WIC Program operations.

11.3.1 The training shall include all the basic requirements in 7 CFR 246.8 and the FNS 113-1 Civil Rights Instruction, which can be found at http://www.fns.usda.gov/sites/default/files/113-1.pdf.

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 and Support; Civil Rights; and National Voter

Registration Act. A list of required annual training can be found at http://health.mo.gov/living/families/wic/wictraining/lwpannualtraining.php.

11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.

11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.

11.5.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at http://health.mo.gov/living/families/wic/wictraining/lwpnewemployeetraining.php.

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 (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) 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 to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period and not approved by the Department.

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.

WIC: Local Agency Nutrition Services

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:

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 contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six month review of the contract. An increase in the contract amount will only be considered if:

1. Additional funds are available.

2. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount.

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

4. The Contractor requests an increase in writing through its assigned technical assistance team by close of business May 3rd of the current contract period.

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 upon the request of the Contractor.

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

WIC: Local Agency Nutrition Services

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 the 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 by no later than December 12, 2017. 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 may contest any such exception and 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 is overpaid by the Department, the Contractor shall provide the Department (1) with a check made payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

14.8.1 For payment by check, 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 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, either by the Contractor or 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 date 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://health.mo.gov/living/families/wic/wicupdates/index.php or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

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

22.3 As stated in WOM Policy 1.05700, 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.

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/mostatutes/stathtml/28500005301.html?&me=285.530), 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 is 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, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

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 AND WATER POLLUTION CONTROL 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 audit reports, other than their Single 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 a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. 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/sites/default/files/grants/grants/policies-regulations/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.

SUBRECIPIENT SPECIAL CONDITIONS

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.

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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.

Department of Health and Senior Services
Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

The contractor shall be reimbursed for each participant provided service at a rate of $14.00 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$ 8,000.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$24,874.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$23,000.00
4. WIC Conference (Special Funding 5)*	$ 3,292.00
5. Administrative Services (Special Funding 6)*	$ 0.00
6. User Acceptance Testing (UAT) (Special Funding 9, Attachment F)*	$2,000.00

*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(s) 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.

WIC: Local Agency User Acceptance Testing

1.0 User Acceptance Testing (UAT) Deliverables:

1.1 The Contractor shall ensure designated staff attend the Missouri WIC Information Network System (MOWINS) UAT trainings and are afforded time to complete assigned tasks for UAT. Each designated staff member has been provided with access to the UAT Sharepoint site.

1.2 The Contractor shall ensure designated staff complete the assigned tasks via the UAT Sharepoint site to test specific features or affects of new MOWINS releases. Each designated staff shall complete assigned tasks and document the steps and outcomes as specified in the training and in accordance with the sample documentation file on the UAT Sharepoint site. All testing will be completed in the MOWINS UAT environment. All tasks assigned on the UAT Sharepoint site will have a due date for completion when assigned.

1.3 The Contractor shall ensure designated staff members participate in as many monthly conference calls as clinic schedule allows, but must attend at least one (1) per quarter.

1.4 Designated staff may be required to attend future testing trainings at the State Office or by webinar. All required trainings will be scheduled at least 60 days in advance to allow for clinic scheduling.

2.0 Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds for designated staff's travel expenses to attend trainings either in person or by Webinar and for the designated staff's time for attending training and conducting assigned UAT tasks.

3.0 Reports/Invoicing:

3.1 The Contractor shall enter expenditures on the UAT Training SF-9 tab in the online WIC Online Invoicing Application according to funding allocated in the contract.

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 (Contract Name) 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 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.

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*

(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

Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages or Salary	▪ A minimum rate at or above minimum wage is recommended. Use of gift certificates is not allowed. The payment must be made directly to peer counselors. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program including supervision. ▪ The majority of Special BFPC Funding 1 should be used for peer counselor salary.
Other Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective Breastfeeding Peer Counselor Program. ▪ Includes items that can be given to participants, such as, breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages or Salary	▪ A minimum rate at or above minimum wage is recommended. Use of gift certificates is not allowed. The payment must be made directly to peer counselors. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program including supervision. ▪ The majority of Special BFPC Funding 2 should be used for peer counselor salary.
Office Supplies	▪ Cost for mailings and postage ▪ Nametags ▪ Breastfeeding resources (breast models, breastfeeding books and dolls) ▪ Outreach materials to promote services through BFPC and recruit peer counselors.
Training and Continuing Education	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings and BFPC Conferences.
Peer Counselor Retention	▪ Recognition items for Peer Counselors such as T-Shirts
Mileage	▪ Costs incurred for traveling to and from hospital and home visits. ▪ Costs incurred for traveling to training sessions or breastfeeding conferences.
Telephone	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services.
	▪ Expenses must be used to support the work of the Peer Counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

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.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

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 # 43687 | **State:** 0% $0.00 | **Federal:** 100% $617,652.00

Contract Title: WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start: 10/1/2016 **Contract End:** 9/30/2017 **Amend#:** 00 **Contract #:**

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

CFDA: 10.557 **Research and Development:** N

CFDA Name: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

Federal Award: 3MO700804-2016

Federal Award Name: WIC BREASTFDNG PEER CO

Federal Award Year: 2016 **DHSS #:** 17BRSTFEDWIC-FO **Federal Obligation:** $24,874.00

CFDA: 10.557 **Research and Development:** N

CFDA Name: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

Federal Award: *

Federal Award Name: *

Federal Award Year: 2017 **DHSS #:** 17WIC-FOA **Federal Obligation:** $590,778.00

CFDA: 10.557 **Research and Development:** N

CFDA Name: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

Federal Award: *

Federal Award Name: *

Federal Award Year: 2017 **DHSS #:** 17WICSPNDFWD-F **Federal Obligation:** $2,000.00

*** The Department will provide this information when it becomes available.**

Project Description:

The purpose of this contract is to provide Women, Infants, and Children (WIC) and Nutrition Services to participants.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 6, 2016

ITEM: COUNCIL BILL NO. 2016-519
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

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

INTRODUCTION:
This Council Bill amends the adopted 2015-2016 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the tuition reimbursement by $6,300 in the human resources department for the timing of the fall 2015 payments. This is the amount that was not used from the approved 2015 budget, which should be rolled to the 2016 year.
- Amending the police patrol budget by $5,500 to use drug forfeiture funds to purchase an additional K9.
- Increasing the public safety training center budget by $10,000 for gas charges.
- Amending the cemetery budget to fix the damage to the rock wall by $1,675. The self-insured liability account covers this damage.
- Increasing the general fund TIF transfer by the amount of $120,000.
- Increasing various line items in Memorial Hall for additional use by the amount of $12,000.
- Amending the athletic complex budget to fix damaged canopies in the amount of $4,146. The self-insured liability account covers this damage.
- Increasing the electric usage at Stadium Maintenance in the amount of $12,000.
- Amending the street maintenance budget for the utility cut process by the amount of $300,000. These costs are recouped by utility cut user fees.
- Increasing the golf course repair budget by $9,275 for damages from a recent lightning strike. The self-insured liability account covers this damage.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by

$315,096.00 and increases expenditures by $495,992.00.

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

COUNCIL BILL NO. 2016-519 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2015-168 on October 19, 2015, which estimated revenues and appropriated funds for the fiscal year 2015-2016, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing revenues by the total amount of Three Hundred Fifteen Thousand Ninety-Six Dollars and No Cents ($315,096.00) and by amending appropriations by the total amount of Four Hundred Ninety-Five Thousand Nine Hundred Ninety-Two Dollars and No Cents ($495,992.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2016, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2015-2016 ADOPTED BUDGET
6-Sep-16

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-0000-450-0604	Insurance Settlement	$	1,675	
	Human Resources	001-1204-500-1705	Tuition Reimbursement			6,300
	Police Patrol	001-5502-510-8220	Operating Equipment			5,500
	PS Training Center	001-6275-510-3010	Gas Charges			10,000
	Cemetery	001-6540-560-4105	Property Repairs			1,675
	TIF Transfer	001-9003-500-9805	TIF Transfer			120,000
	Total General Fund			$	1,675	143,475
115	Parks Fund					
	Parks Fund	115-0000-450-0604	Insurance Claim Settlement	$	4,146	
	Memorial Hall	115-6513-560-2015	Janitorial Supplies			2,000
	Memorial Hall	115-6513-560-2050	Operational Supplies			5,000
	Memorial Hall	115-6513-560-2210	Resale Concession Supplies			5,000
	Athletic Complex	115-6516-560-8220	Operating Equipment			4,146
	Stadium Maintenance	115-6530-560-3005	Electric Charges			12,000
	Total Parks Fund			$	4,146	28,146
140	Transportation Sales Tax Fund					
	TST Fund	140-0000-440-0501	Utility Cut Fees	$	300,000	-
	Street Maintenance	140-4520-530-4110	Utility Cut Repairs			300,000
	Total Transportation Sales Tax Fund			$	300,000	300,000
410	Golf Course Fund					
	Golf Course Fund	410-0000-450-0604	Insurance Claim Settlement	$	9,275	-
	Golf Maintenance	410-6521-560-4105	Property Repairs & Maint			9,275
	Total Golf Course Fund			$	9,275	9,275
515	Liability Self-Insurance Fund					
	Liability Fund	515-7501-500-5305	Judgments & Claims	$		15,096
	Total Liability Self-Insurance Fund			$	-	15,096
	Grand Total			$	315,096	495,992

COUNCIL BILL NO. 2016-455 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and Pharm Joplin Acquisition, LLC, a MO LLC, dba The Medicine Shoppe, providing generally for the utilization of The Medicine Shoppe pharmacy as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the behalf of the City of Joplin, Missouri.

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

Section 1. That the Pharmaceutical Services Agreement, by and between the City of Joplin, Missouri, and Pharm Joplin Acquisition, LLC, a MO LLC, dba The Medicine Shoppe, through its authorized representative, and the City of Joplin, Missouri, a true and accurate copy of said Agreement being attached hereto, be and the same is hereby, approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

PHARMACEUTICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", and **Pharm Joplin Acquisition, LLC, a MO LLC, dba The Medicine Shoppe**, a Missouri corporation, hereinafter referred to as "Medicine Shoppe" on this _____ day of _____, 20___.

W I T N E S S E T H

WHEREAS, City through its Health Department provides pharmaceutical services to certain eligible residents of the City of Joplin, Missouri; and

WHEREAS, Medicine Shoppe operates a full service pharmaceutical operation at 2131 E. 32nd St., Joplin, Missouri; and

WHEREAS after competitive bids, Medicine Shoppe, in the opinion of City, submitted the best proposal to act as the City's pharmaceutical provider.

NOW, THEREFORE, in exchange for valuable consideration, each received from the other, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement shall be for one (1) year commencing on or about November 1, 2016 and continuing to and until October 31, 2017. It shall be extended, one year at a time up to a maximum of three (3) years unless either party shall give sixty (60) days prior written notice of termination, or, unless Medicine Shoppe is in breach of this Agreement pursuant to the provisions of Paragraph 6 herein.

2. **Compensation.** As and for compensation for the services provided herein, City will reimburse Medicine Shoppe for prescriptions filled in accordance with

the Bid Specifications For Pharmaceutical Services and the Bid Response Form BID 2016-RFP-11; Pharmacy Services, submitted by Medicine Shoppe for pharmaceuticals set forth on said Bid Response Form, or as may be amended by formulary lists, provided by City, provided to Medicine Shoppe, from time-to time, during the term of this Agreement.

3. **Billing and Payment Procedure.** Medicine Shoppe shall submit a billing invoice at the end of each month for all prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay if any, and the net price charged to the City after reduced by the co-pay amount.

4. **Formulary Products and Price**. The products and prices listed on the BID Response Form BID 2016-RFP-11; Pharmacy Services, attached hereto as "Exhibit A" and incorporated herein by reference, shall be binding on both parties during the term of this Agreement. Any product or price changes to the formulary list that are to take effect in any extension term must be submitted to the City ninety (90) days before the start of any extension term, and are subject to approval by the City before such term is extended.

5. **Scope of Work.** Medicine Shoppe shall fill only prescriptions that have been authorized by the Joplin Health Department or the Joplin residents referred by the Community Clinic and which are accompanied by the proper documentation of the same. Medicine Shoppe shall pursue the use of generic substitution whenever possible.

6. **Termination of Agreement.** This Agreement shall immediately be terminated, if Medicine Shoppe is no longer licensed by the State of Missouri to dispense

pharmaceutical services, fails to operate a full-service pharmacy at its present location or fails to perform to the satisfaction of the City. In these cases the City may terminate the Agreement, upon ten (10) days written notice.

7. **Agreement Subject to Ratification by Council and Annual Appropriation.** This Agreement is binding upon the City of Joplin only upon acceptance by its City Council. This Agreement is subject to the normal budgetary process of the City of Joplin, and, in the event the City of Joplin shall fail to appropriate sufficient funds to pay for the services provided by this contract, this contract shall immediately be terminated without recourse.

8. **Hold Harmless.** Each party shall hold the other harmless from any and all claims and assessments pursuant to this Agreement. The parties intend to create an independent contractor relationship and neither party may control the actions of the other.

9. **Prohibition on Assignment.** This contract and the rights granted herein may not be assigned by Medicine Shoppe without the express written consent of the City being first obtained.

10. **Choice of Law**. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

11. **Headings**. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

12. **Entire Agreement**. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. **Waiver or Breach**. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. **Severability**. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

15. **Representations.** The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein. Medicine Shoppe represents and warrants that it is a Missouri corporation in good standing with the State of Missouri.

16. **Record Confidentiality.** Medicine Shoppe shall maintain strict confidentiality of all patient and client information or records supplied to it by the City or the Community Clinic, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the City and the patient/client or the parent or legal guardian unless such disclosure is required by law.

17. **Work Authorization:** 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 herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____

City Manager of the City of Joplin

ATTEST:

_____

City Clerk

THE MEDICINE SHOPPE,

A Missouri Corporation

By: _____

Date: _____

City of **Joplin** City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 6, 2016

ITEM: COUNCIL BILL NO. 2016-455

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL, PHARMACY SERVICES AGREEMENT

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

INTRODUCTION:
The Health Department requests consideration of Council Bill No. 2016-455 that authorizes a Pharmacy Services Agreement between the City of Joplin, Health Department (Department) and The Medicine Shoppe pharmacy of Joplin.

DISCUSSION:
The Department contracts with a private pharmacy to provide necessary pharmaceutical services for the Health Department in its agreement with the Community Clinic of Joplin. In the city's agreement with the Community Clinic, Joplin residents that attend the Clinic and receive a prescription from clinic physicians are referred to the city's contract pharmacy to have these prescriptions filled. In order to contain costs, the Department utilizes the generic formulary developed and maintained by the Clinic for the bid process. The generic formulary is a list of generic medications used by the clinic physicians when they order a prescription for clinic patients.

The Medicine Shoppe pharmacy was selected through a recently completed competitive bid process. In this process, a formal bid packet was developed including bid specifications that included the Community Clinic Generic Formulary. Per the bid document, bid prices must remain in effect for a one-year period from the date of a signed agreement.

Pharmacies on the city's vendor list and other local pharmacies were notified by mail/e-mail of the bid process advertisement and the bid request was advertised in the Joplin Globe as well as on the city website. Eight bids were received however one entity retracted their bid prior to bid opening, one bid was received after the time the bid was to be received at the health department and one bid was for an insurance discount card program and did not meet the requirements of the bid. These bids were not considered. The 5 bids considered were: Medicine Shoppe-$594.00, Quick Meds Pharmacy-$995.34, CVS- $2,251.25, Pronto Pharmacy-$942.00, Price Cutter-$883.84.

After review of submitted bids, it was deemed that The Medicine Shoppe submitted the lowest and best bid. The Medicine Shoppe is the current provider of pharmacy services

to the city.

Funds are provided in the current fiscal year budget and are included in the 2017 budget.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.