COUNCIL AGENDA
Monday, November 4, 2019
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. Citizen Prop B Task Force Presentation Presented By Co-Chair Terry Wachter.

      Documents:

      PROP B ONE PAGER.PDF
      Q AND A FOR PROP B -.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-281
      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 2818, 2824, 2828, and 2832 E 19th St., City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2019-281 MINUTES.PDF
      CB 2019-281 STAFF REPORT.PDF
      CB 2019-281 SUMMARY.PDF
      CB 2019-281.PDF

8. **Consent Agenda**

   1. October 21, 2019 Informal Meeting Notes

      Documents:

      INF NOTES OCT. 21, 2019.PDF

   2. Minutes Of The October 21, 2019 Council Meeting

Documents:

OCT. 21 -CC MINS..PDF

3. COUNCIL BILL NO. 2019-403
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Keenoy Preservation; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2019-403.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2019-008

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and containing an emergency clause.

Documents:

2019-008 SUMMARY SHEET.PDF
CB2019-008 COJ SUPERION LLC AGREEMENT FOR IT SERVICES.PDF
SUPERION_PA_2020.PDF
SUPERION_OSSI_2020.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2019-405
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2019 CDBG public service grant funds in the amount of $25,000.00; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2019-405 AGREEMENT.PDF
CB 2019-405 SUMMARY.PDF
CB 2019-405.PDF

2. COUNCIL BILL NO. 2019-406
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2019 CDBG public service grant funds in the amount of $17,000.00; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2019-406 AGREEMENT.PDF
CB 2019-406 SUMMARY.PDF
CB 2019-406.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. News From The Public Information Officer, Lynn Onstot

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

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

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

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

VOTE NOVEMBER 5TH

What is Proposition B?

Prop B is a ½-cent general sales tax ***dedicated to funding retirement plan changes to help improve recruitment and retention of Joplin Police Officers and Firefighters*** because experience matters in emergency situations. This sales tax will be in effect no longer than 12 years.

Proceeds from Prop B can only be used to:

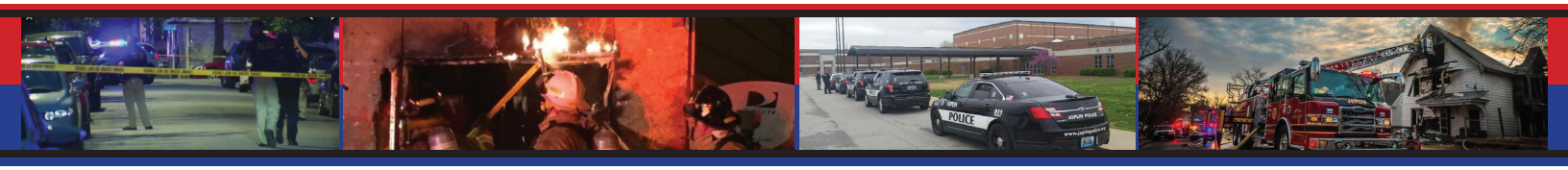
- **Provide necessary funding to close the City's underfunded police and fire employees' pension plan;** The current self-administered, self-funded pension plan will be closed to new hires, moving to a state-authorized retirement plan, Missouri LAGERS (Local Government Employees Retirement System);

- **Transition current eligible police officers and firefighters, and newly hired police officers and firefighters to a more cost-effective retirement plan (LAGERS).**

To recruit strong candidates and retain experienced workers, the City needs to ensure that its benefits are secure and competitive with other cities and agencies. Police officers and firefighters do not pay into Social Security or receive Social Security benefits from their employment with the City, so the retirement plan is an important part of their compensation.

Everyone who lives, works or visits Joplin benefits from improved police officer and firefighter recruitment and retention because experience matters when police officers and firefighters arrive at emergencies.

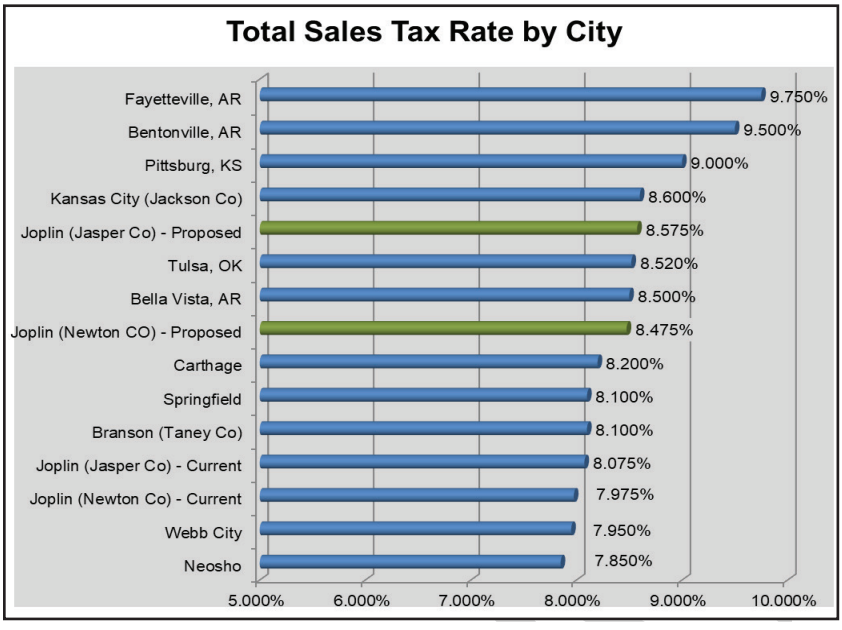
Members of the Police and Fire Pension Plan <u>voted 98% in support</u> of the proposal to close the City's pension plan and transition to the state-authorized plan.



Impact on purchases...

On purchases of $100 at any Joplin store, 50-cents in sales tax will be added to fund this initiative to help the City recruit and retain experienced and well-trained police officers and firefighters.

Over 20-years, this plan is projected to ***save the taxpayers an estimated $28 million.***



Paid for by:
City of Joplin ~ Dan Pekarek, Interim City Manager
602 South Main Street ~ Joplin, Missouri 64801

VOTE NOVEMBER 5TH

A Better Plan for Joplin

Dear Citizen,

Recruitment and retention of police officers and firefighters is a priority of the City, and that's the focus of Proposition B. It is called a Better Plan for a Better Joplin.

Joplin's ability to recruit and retain highly qualified professionals in our Police and Fire Departments impacts all of us. It directly impacts the safety of our citizens and the protection of our community.

We encourage you to read this informational brochure and learn more about this important community issue that you will vote on during the November 5, 2019 election. We thank you for taking your time in serious consideration of this proposal.

Sincerely, The Joplin City Council





WHAT IS PROPOSITION B?

Prop B is a ½-cent general sales tax dedicated to funding retirement plan changes to help improve recruitment and retention of Joplin Police Officers and Firefighters. Proceeds will be used to:

- ★ Save taxpayers' dollars by providing funding to close the current self-administered, self-funded pension plan and move to a state-authorized retirement plan, Missouri LAGERS (Local Government Employees Retirement System). Over 20-years, this plan is projected to save the taxpayers an estimated $28 million;
- ★ Provide necessary funding to close the City's underfunded police and fire employees' pension plan; and
- ★ Transition current eligible police and fire employees, as well as newly hired firefighters and police officers to a more cost-effective retirement plan (LAGERS).

The sales tax will sunset (end) after 12 years or when the Police and Fire Pension Plan reaches 120% funding level, whichever comes first.
(Please read on for more details on the 120% funding.)

Why is this sales tax being proposed?

With the focus on improving recruitment and retention in the Police and Fire Departments, a City internal work group identified the need for a revenue source to fully fund and close the Police and Fire Pension Plan to new hires, which will reduce the financial strain on the City's general fund.

The funding level of the Police and Fire Pension Plan has been a concern of City leaders, Pension Board members and Plan members for many years. In 2009, a reduction in benefits in the plan created the "Tier II" plan, requiring a non-refundable employee contribution of 10%. The City also made two large cash infusions to the plan since that time. Despite these measures, the pension plan today is only 63.7% funded and the funding level is not improving. Additionally, the annual pension contribution by the City continues to increase and will be approximately $3 million in fiscal year 2020.



Closing the plan to new hires is a final, long-term solution to address the pension plan and relieve the financial strain on the general fund. This ½-cent sales tax, for no longer than 12 years, would provide a source of revenue to fund the benefits due under the closed plan.

How did we get here? This didn't happen overnight...

During the 1980's and 1990's when pension plans were relatively well-funded, many agencies enhanced their public safety pension benefits to remain competitive. In the 2000's, these self-administered, self-funded pension plans across America were experiencing funding shortages as pension liabilities increased, funded ratios decreased, and city contributions increased significantly.

During the next decade, plans implemented changes trying to resolve funding issues. Many plans made benefit reductions or transitioned away from self-administered, self-funded pensions to ensure long-term sustainability of retirement plans. Joplin's plan has followed this same path of other pension plans including Jefferson City, St. Joseph, Springfield and Maplewood.

Like other agencies' plans, ours was enhanced around 2000. As time passed, our pension liability grew, the funded ratio dropped, and the City's contribution increased significantly. To address this downturn, in 2009 the pension plan benefits were reduced for newly hired public safety employees, creating lesser benefits for the "Tier II" group.



Despite the benefit reduction made to the plan:

- the funded status has remained the same for the last four years
- the unfunded liability is over $24.1 million and growing
- the City's contribution rate continues to increase

Recently Standard & Poor's downgraded the City's credit rating, citing Joplin's large pension obligation as one main reason for the decrease. This pension plan trend has a negative impact on the City and its taxpayers' financial interests.

VOTE NOVEMBER 5TH • PROP B • A BETTER PLAN FOR JOPLIN

How much will this sales tax generate?

An estimated $6 to $7 million will be generated annually through this ½-cent sales tax. These funds will be used to fully fund retirement benefits and secure the transition of our police and firefighters to a more cost-effective retirement plan.



How will the proceeds be used?

Sales tax proceeds from this tax can only be used to:

★ Provide benefits to members (retirees, future retirees and their eligible dependents) of the closed police and fire pension plan, ensuring every last member receives their full benefit;

★ Move those current police and fire employees electing to migrate to Missouri LAGERS, (Local Government Employees Retirement System); and

★ Add newly hired police officers and firefighters to the state authorized retirement plan (LAGERS).



An estimated $72 million is needed to close the pension plan and move new hires to the Missouri LAGERS retirement plan. Although closed to new hires, the current plan will continue to provide the promised benefits to retirees and future retirees for at least the next 50 years ensuring that every member receives his or her full benefit.

Why is the cost of this proposal $72 million?

The existing pension plan is currently over $24.1 million underfunded. This unfunded level is based on service benefits already earned by retirees. Active employees will continue to work and earn benefits that will be paid in the future. According to the Actuary, upon closing the plan to new hires, $65 million will be required to pay the cost of the future benefits earned by current employees. The remaining $7 million is the amount needed to transition current eligible employees and new hires to LAGERS. By closing the existing pension plan to new hires, the cost of additional future benefits from the self-administered, self-funded pension plan stops.



• VOTE NOVEMBER 5TH • PROP B • A BETTER PLAN FOR JOPLIN

Why does the plan need to be 120% funded?

Recommended by the Police and Fire Pension Plan's Actuary, the 120% level of funding will help to ensure the plan remains adequately funded during investment market downturns. When the ½-cent tax ends after no more than 12 years, investment returns will be the remaining income for the plan. According to the Actuary, this funding level will provide sufficient resources to pay all benefits to its members until there are no more members on the plan, without asking taxpayers for additional sales tax proceeds in the future. *(An **actuary** is a business professional who deals with the measurement and management of risk and uncertainty.)*



Who was a part of the internal work group mentioned in this brochure?

Recognizing that recruitment and retention of police officers and firefighters are critical for a safe community, key stakeholders collaborated in finding a long-term solution. They included the Mayor, Mayor Pro Tem, City Attorney, Interim City Manager, Finance Director, Police Chief, Fire Chief, Public Information Officer, representatives of the Police and Fire Unions, the Police and Fire Departments, and the general employees. After nearly a year of working together, the group made a unanimous recommendation to the City Council to place Proposition B before the voters on November 5, 2019.



Who benefits from Prop B?

Everyone who lives, works or visits Joplin benefits from improved police officer and firefighter recruitment and retention because experience matters when firefighters and police officers arrive at emergencies. The City strives to employ well-trained and knowledgeable professionals to respond to 9-1-1 calls, so retention of highly skilled and experienced police officers and firefighters is an important issue.

To recruit strong candidates and retain experienced workers, the City needs to ensure that its benefits are secure and competitive with other cities and agencies. Police and firefighters do not pay into Social Security or receive Social Security benefits, so the retirement plan is an important part of their compensation.



VOTE NOVEMBER 5TH • PROP B • A BETTER PLAN FOR JOPLIN



How will this proposal impact me?

On purchases of $100 at any Joplin store, 50-cents in sales tax will be added to fund this initiative to help the City recruit and retain experienced and well-trained firefighters and police officers.

Do the Police and Fire Pension Plan members support this sales tax?

Yes. The proposal of closing the existing self-administered, self-funded pension plan required a vote by all members of the Police and Fire Pension Plan as the first step in moving this forward to a public vote. The membership supported this proposal with 98% voting in favor of this proposal to close the City's pension plan and transition to the state-authorized plan.

Will this proposal cause the police officers and firefighters to lose any benefits?

No. Proposition B secures retirement benefits promised to current and future retirees of the Police and Fire Departments.

I see many city projects happening throughout the community. Does the City have any other revenue source(s) to address police and fire recruiting and retention?

The projects underway and completed during the past several years have been funded by dedicated revenues that can only be used for specified purposes. The City received well over $200 million in grants and special allocations to help rebuild following the devastating EF-5 tornado that struck our community on May 22, 2011. These grants have been or are being used to build a new library, build a new senior center, create a job training center, as well as nearly $100 million in infrastructure improvement projects. At the same time, the City has two sales taxes dedicated to completing over $86.2 million in capital, parks and stormwater improvements.

Police and Fire services are included in the general fund, which is the operating fund of the City. The main revenue source of the general fund is the 1% general sales tax. The 1% sales tax generated approximately $13.2 million, while police and fire expenditures were over $15.5 million in the 2018 fiscal year. Expenditure growth has been outpacing the small growth in revenues in the general fund. Beginning in 2015 throughout the City organization, the following measures were implemented for the City to balance the general fund and provide the same level of services to our community:

- Froze wages
- Froze capital replacement
- Eliminated 15 positions
- Reduced expenditures by paying the outstanding debt on City Hall
- Made other various expenditure cuts

These measures are not long-term, sustainable solutions.

This proposal would provide a long-term solution to help relieve the strain on the general fund and address police and fire recruiting and retention.

• VOTE NOVEMBER 5TH • PROP B • A BETTER PLAN FOR JOPLIN



What happens if this tax is not approved?

The City of Joplin Police and Fire Departments will continue to provide the best services possible with the resources available. However, no new source of revenue will be made available to fund retirement plan changes to help improve recruitment and retention of police officers and firefighters. Taxpayers will continue to fund the pension plan that is costing the City approximately $14,600 per year per current public safety employee, rather than moving to the more cost-effective state authorized retirement plan at an estimated annual cost of $8,200 per current police and fire employee. Without revenue from this tax, the City will be required to continue to contribute the Actuary Recommended Rate to the pension plan, which is projected to be over $3 million for the 2020 fiscal year. In comparison, the estimated annual contribution for LAGERS is $1.7 million.



Why is a sales tax proposed instead of a property tax?

As a sales tax initiative, this plan will be supported by more than just citizens of Joplin, but also those visiting Joplin who benefit from the protection of our police officers and firefighters. Property tax is paid only by property owners. Sales tax is paid by anyone buying goods in our community.

Will this tax end?

Yes. This ½-cent sales tax will sunset (end) after 12 years or when the Police and Fire Pension Plan reaches 120% funding level, whichever comes first.

How does the ballot language read?

PROPOSITION "B"

"Shall the City of Joplin impose a general sales tax, as authorized by Section 94.510 RSMo., at a rate of one-half of one percent (1/2 percent) solely for the purpose of providing revenues to close the City of Joplin Police and Fire Pension Plan to new hires, migrating new hires to the Missouri Local Government Employees Retirement System (LAGERS), and for the transfer of eligible pension employees to LAGERS, with said tax to expire upon the Pension Plan reaching a fully-funded one hundred twenty percent (120%) status as determined by an independent actuarial study conducted for the City of Joplin or twelve (12) years after enactment, whichever is earlier? "

If you support this question, then you vote "YES".	*If you do not support this question, you then vote "NO".*

VOTE NOVEMBER 5TH • PROP B • A BETTER PLAN FOR JOPLIN

If this ½-cent sales tax passes, what will be the sales tax rate?

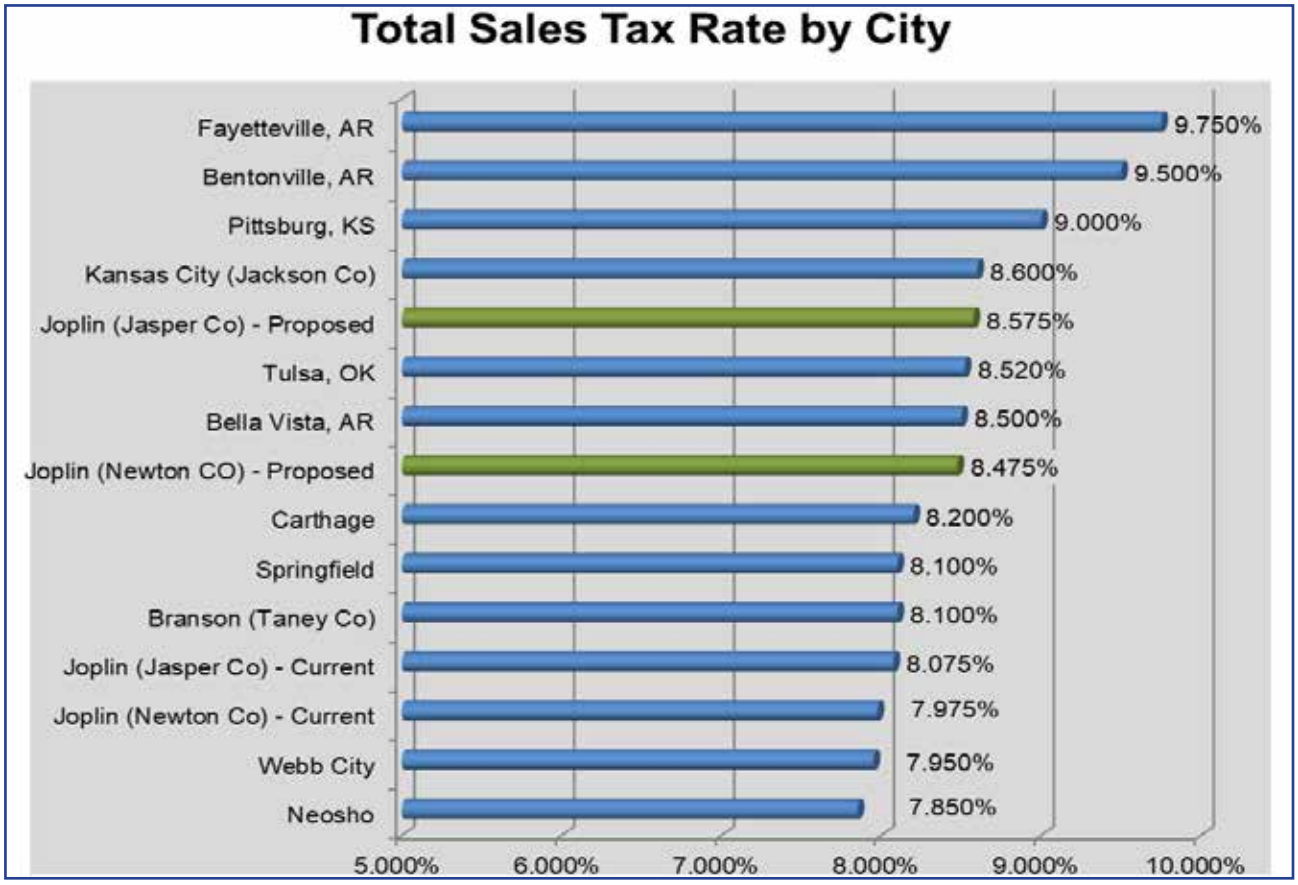
City of Joplin's portion of the total sales tax rate is 2.625% currently and would move to 3.125% upon the passage of Prop B.

In the Jasper County portion of Joplin, the current total sales tax rate is 8.075% and would move to 8.575%.

In the Newton County portion of Joplin, the current total sales tax rate is 7.975% and would move to 8.475%.

(As a result of various special taxing districts within Joplin, some areas of Joplin have different total sales tax rates.)





When is the last day to register to vote for the November 5, 2019 election?

October 9, 2019.

Please contact the County Clerk of your home county for instructions.

Jasper County 417-625-4307
Newton County 417-659-2910



• VOTE NOVEMBER 5TH • PROP B • A BETTER PLAN FOR JOPLIN

CITY OF JOPLIN MISSOURI

602 South Main Street • Joplin, Missouri 64801

PRSRT STD.
U.S. POSTAGE
PAID
JOPLIN, MO
PERMIT NO. 187

JOPLIN RESIDENTIAL CUSTOMER

How do I vote Absentee for the November 5, 2019 election?

Please contact your local election office regarding the specific guidelines to vote absentee in a Missouri election.

The last date **to vote absentee** in both Jasper and Newton County is 5 p.m. on Monday, November 4, 2019. Both county offices will be open the Saturday before Election Day (November 2, 2019) from 8 a.m. to 12 noon for absentee voting.

The last date **to request an absentee ballot to be mailed** is 5 p.m. Wednesday, October 23, 2019.



For residents living in Jasper County, contact:
Jasper County Clerk's Office
601 S. Pearl, Room 200
Joplin, MO 64801
417-625-4307
Website:
http://www.jaspercounty.org/election.html

For residents living in Newton County, contact:
Newton County Clerk's Office
101 S. Wood St.
Neosho, MO 64850
417-451-8221
Website:
http://www.newtoncountymo.com/county-clerk.html

Paid for by: City of Joplin ~ Dan Pekarek, Interim City Manager
602 South Main Street ~ Joplin, Missouri 64801

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CB 2019-281

Mr. Dermott read the procedures for the public hearing.

Mr. Eastman and Mr. Dermott has abstained themselves from Case 037-19. Ms. Brueckner-Sears conducted the public hearing for case 037-19.

Case 037-19: 2818, 2824, 2828, and 2832 E. 19th St. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future commercial development. – Brad Fagan

Mr. Brad Fagan, 1002 Carrington Terrace, Joplin, MO 64804, owner of the property described in the rezoning request. Mr. Fagan stated that The City Comprehensive Plan identifies 20th Street between Range Line Road and Schifferdecker Ave. as a Planned Development corridor with intent that post-tornado redevelopment would focus on commercial uses.

The redevelopment guidelines created by the Citizens Advisory Recovery Team (CART) and presented to the City Council support the planning goals in the City Comprehensive Plan relative to commercial development of East 20th Street. Also, design standards have been established by the Planning & Zoning Department to guide the planned commercial development of the 20th Street Corridor.

A significant investment has been made in widening E. 20th Street to a five-lane arterial street and to construct a railroad overpass at 20th and Michigan to facilitate commercial development. The requested zoning change would be a positive step towards the commercial development.

MS. STEEL MOVED, SECONDED BY MR. MCCULLOUGH, FOR CASE 037-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, AND MR. MCCULLOUGH, VOTING "AYE. (4 IN FAVOR, 0 NAYS, 1 ABSENT, 2 ABSTAINED).

Z&P Meeting: October 14, 2019
City Council Meeting: November 4, 2019

STAFF PLANNING REPORT
Rezoning

CASE 037-19 A request to rezone from R-1 (Single-family Residential) to C-1 (Neighborhood Commercial) for future commercial development.

LOCATION 2818, 2824, 2828, & 2832 E. 19th St.

APPLICANT Brad Fagan

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	1.3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3-PD	R-1	R-1
Land Use	Single-family Residential	Strip Commercial	Single-family/Vacant	Vacant

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	150'
E. 19th St.	Local	50'
S. Highview Ave.	Local	60'

UTILITIES Improvements on these lots will likely result in the abandonment or replacement of existing sanitary sewer piping or structures.

FLOOD PLAIN This property is partially in the flood plain. Stormwater management applies

(i.e. water quality/detention). Any structure proposed within the flood plain is subject to the City's Flood Plain Ordinance requirements.

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

The site as zoned R-1 is suitable for future residential development. The R-1 district does restrict the intensity of residential development and prohibits many uses. This property has been on the market for some time and has had little to no interest in its current state.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. There is adequate space on the site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements. The C-1 district is designed to be used amongst residential uses, hence its title, Neighborhood Commercial. Uses in these districts are restricted to light uses that generate little traffic and nuisance. In addition, any stormwater concerns due to the parts of the property being within the flood plain would be governed under the City's Flood Plain Ordinance.

DISCUSSION

This property has been on the market for some time and has had very little interest for development single family residences. The applicant's request to rezone to a C-1 Neighborhood Commercial zone is not inappropriate for this property considering the intent of C-1 districts is to provide neighborhood level uses such as banks, offices, and small shops. Uses in this district are to not generate large amounts of traffic commonly seen in the intense commercial uses along Range Line Road, for instance.

In addition, considering the property's frontage along 20th St., a major arterial connecting two sides of Joplin, a commercial use oriented toward this street is appropriate. It is likely that this street frontage is what is dampening interest in the development of this property under its current zoning.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 037-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 9/13/19

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.: 037-19
Filing Fee: $500.00 - pd 09-13-2019
Date Advertised:
Date Notices Sent
Public Hearing Date: 10-14-19

APPLICANT: Brad Fagan PHONE: (417) 850-6498
ADDRESS: 1002 Carrington Terrace, Joplin, MO ZIP: 64804
OWNER: Fagan Holdings and Investments, Inc. PHONE: (417) 850-6498
ADDRESS: 313 West 13th Street, Joplin, MO ZIP: 64804
LOCATION OF PROPERTY: Four Lots: 2818, 2824, 2828 and 2832 East 19th
LEGAL DESCRIPTION: See attached Legal Description and Survey by Tri-State Engineering dated 05-15-2014.

Present Zoning R-1 Requested Zoning: C-1 Acreage: 1.3
Present Use of Property: Vacant Lots

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-1
South	Residential	R-1
East	Commercial	C3-PD
West	Residential	R-1

CHARACTER OF THE NEIGHBORHOOD: Residential and Commercial. Parcel consists of 4 vacant lots fronting East 20th which the City has designated for future commercial uses.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No. Property to the east is zoned C-3.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Parcel is in an area designated for future commercial.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes. See City of Joplin Development Policies.
2. Consistent with Future Land Use Map? Yes. See City of Joplin Future Land Use Map.

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: East 20th Street and South Highview.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

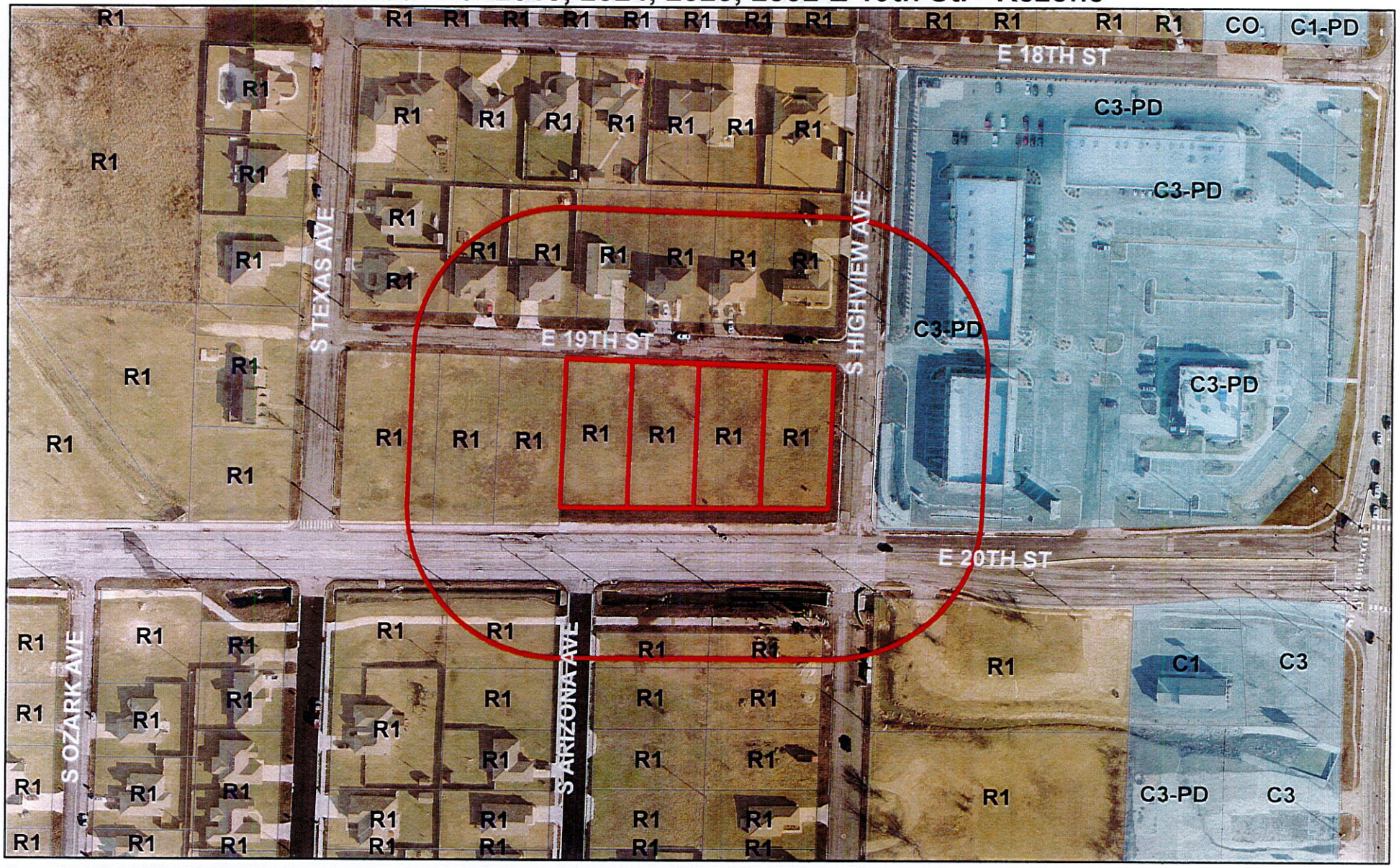
The City recently installed sidewalks on the South and East sides of the parcel. The City of Joplin Planning has determined that Commercial development is the best use for the area that the parcel is located in.

SIGNATURE: Fagan Holdings and Investments, Inc. DATE: September 5, 2019

BY: Brad Fagan

TITLE: President

Case 037-19: 2818, 2824, 2828, 2832 E 19th St. - Rezone



Case 037-19: 2818, 2824, 2828, 2832 E 19th St. - A request to remove from District R-1 and include in District C-1 for the purpose of future commercial development - Brad Fagan

0 75 150 300 450 600 Feet

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-281-Rezone to Neighborhood Commercial District (C-1)

MEETING DATE:
November 4, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 037-19: 2818, 2824, 2828, and 2832 E. 19th St. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future commercial development. – Brad Fagan

BACKGROUND:
This property has been on the market for some time and has had very little interest for development single family residences. The applicant's request to rezone to a C-1 Neighborhood Commercial zone is not inappropriate for this property considering the intent of C-1 districts is to provide neighborhood level uses such as banks, offices, and small shops. Uses in this district are to not generate large amounts of traffic commonly seen in the intense commercial uses along Range Line Road.

This zoning change should not detrimentally affect nearby property. There is adequate space on the site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements. Uses in these districts are restricted to light uses that generate little traffic and nuisance

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Brad Fagan, 1002 Carrington Terrace, Joplin, MO 64804, owner of the property described in the rezoning request. Mr. Fagan stated that The City Comprehensive Plan identifies 20th Street between Range Line Road and Schifferdecker Ave. as a Planned Development corridor with intent that post-tornado redevelopment would focus on commercial uses. Design Standards have been established by the Planning & Zoning Department to guide the planned commercial development of the 20th Street Corridor.

A significant investment has been made in widening E. 20th Street to a five-lane arterial street and to construct a railroad overpass at 20th and Michigan to facilitate commercial development. The requested zoning change would be a positive step towards the commercial development.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, 5 in Favor, 0 Nays, 2 Abstained.
Staff recommends approval of Case 037-19.

ATTACHMENTS
CB 2019- 281, Staff Planning Report, P&Z Commission Minutes

P & Z Case 037-19
Brad Fagan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-281 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 2818, 2824, 2828, and 2832 E 19th St., 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 the following described property and including in District C-1:

All of the East 37.00 feet of lot numbered 28 and all of the West 43.00 feet of lot numbered 27 in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, except the South 32.00 feet for road Right-of-Way; and all of the West 26 feet of lot numbered 26 and the East 52 feet of lot numbered 27 in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, except the South 32.00 feet for road Right-of-Way; and the West 13 feet of lot numbered 25 and the east 67 feet of lot numbered 26 in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, except the south 32.00 feet for road Right-of-Way; and all of the East 82 feet of lot numbered 25 in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, except the South 32.00 feet thereof taken for road Right-of-Way, containing 1.3 acres more or less.

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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
OCTOBER 21, 2019

Mayor Shaw called the October 21, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards.
Absent: Taylor Brown

Boards/Commissions Reappointments and New Appointments

ADA Accessibility Committee: Mr. Stanley nominated Steve Urie to replace Sarah Vargyas. Approved 6-2-1. Nays: Shaw, Stinnett. Absent: Brown.
The following nominations were approved by a vote of 8-0-1:
Airport Board: Dr. Reid Adams nominated Rob O'Brian to replace Tim Forker
Building Board of Appeals: Mr. Stanley nominated William Stephens to Crystal Harrington
Building Board of Appeals: Mr.Stinnett nominated Gary Wilson to replace Ervin Wilson
Historic Preservation: Mr. Stanley nominated Kate DeTar to replace Nancy Morton
Historic Preservation: Mr. Stinnett nominated Chris Ferguson to replace Paula Callihan
Historic Preservation: Mr. Monteleone nominated William Mountz to replace Pete Ramsour
Housing Authority: Dr. Reid Adams nominated Marlena Shofler to replace Michael Johnson
Housing Authority: Mr. Lawson nominated Leonard Miller to replace Brian Hughes
Joplin Redevelopment: Mr. Stinnett nominated Stephen Fuller to replace Fred Osborn
Library Board: Mr. Stanley nominated Emily Stanley to replace Bill Pate
TIF Commission: Mr. Stinnett nominated Tom Franz to replace Chris Tucker
TIF Commission: Mr. Stanley nominated Russ Alcorn to replace Ron Gatz
Traffic Commission: Mr. Stanley nominated Trevor Frerer to replace Ervin Wilson

Mr. Stanley asked to hold off on appointments to the Joplin Sports Authority to try to seek a broader slate of applicants. Approved 7-1-1. Nays: Cortez. Absent: Brown. Discussion followed regarding the qualifications of applicants that would benefit this board.

Mr. Stinnett commented on the memo from Interim CM Pekarek regarding the budget request from Joplin Workshops, stating JWI was appreciative of the City's assistance. He also commented on the request that Joplin Workshops staff might be able to provide some services to the city, in the area of landscape maintenance in parks and other locations where the Workshop could earn additional revenue. Mr. Stinnett asked ICM Pekarek if Parks Director Bloomberg could provide a report that compares the rates from JWI to the city's rates for the same work.

Mr. Stanley invited the public to help celebrate the opening of the Rotary Sculpture Garden at Mercy Park on Sunday, October 27 from 4:00 – 6:00 pm.

Mr. Stanley commented that he and Mr. Cortez participated in the City Challenge Exhibition on October 19, 2019, at Memorial Hall during the Joplin Table Tennis Club-USATT Sanctioned Tournament, in which they lost to the Police Department.

Mayor Shaw reminded everyone that immediately following the informal meeting there is a Police Department recognition ceremony for the promotion of Travis Hayes to Corporal.

The meeting adjourned at 5:40 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
OCTOBER 21, 2019 MEETING MINUTES

CALL TO ORDER
The regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Dr. Reid Adams.

ROLL CALL
Answering Roll Call were Council Members: Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards. Absent: Taylor Brown. Motion by Mrs. Colbert-Kean, second by Mr. Monteleone to excuse Mr. Brown. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0.

Mayor Shaw congratulated the Police Department for winning the City Challenge Exhibition on October 19, 2019, at Memorial Hall during the Joplin Table Tennis Club-USATT Sanctioned Tournament.

PRESENTATIONS
Faron Haase, Joplin High School Student Council (JHS STUCO) representative, presented an update to City Council on Joplin High School events.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. Stinnett, second by Mr. Cortez to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8 Nays: 0. Absent: Brown, 1.

October 7, 2019 Informal Council Meeting Notes

Minutes of the October 7, 2019 City Council Meeting

Minutes of the October 15, 2019 Special Council Meeting

AMENDED COUNCIL BILL NO. 2019-275- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3-PD property as described below and located 5051 S Main Street, City of Joplin, Newton County, Missouri. **Ordinance No. 2019-153**

COUNCIL BILL NO. 2019-276-AN ORDINANCE providing to vacate approximately 320 feet of a 20-foot-wide utility easement located at 2300 E. 7th Street, Joplin, MO. **Ordinance No. 2019-154**

COUNCIL BILL NO. 2019-277 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 3010 S. Connecticut Ave, City of Joplin, Jasper County, Missouri. **Ordinance No. 2019-155**

COUNCIL BILL NO. 2019-278 -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-3 property as described below and located 3220 Belle Center Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2019-156**

COUNCIL BILL NO. 2019-279 - AN ORDINANCE providing to vacate a sewer utility easement approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave. **Ordinance No. 2019-157**

COUNCIL BILL NO. 2019-280 - AN ORDINANCE providing to vacate an alley easement located approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave. **Ordinance No. 2019-158**

RESOLUTIONS

Dr. Reid Adams introduced Resolution No. 2019-010 - a resolution in support of Jasper County, Missouri joining Freedom's Frontier National Heritage Area, Inc. Motion by Dr. Reid Adams, second by Mr. Lawson to approve Resolution No 2019-010. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. **Resolution No. 2019-010.**

Mr. Stanley introduced Resolution No.2019-011- a resolution approving a request of the appointment of a member of the Board of Directors of the Northpark Lane Community Improvement District. Motion by Mr. Stanley, second by Mr. Stinnett to approve Resolution No. 2019-011. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. **Resolution No. 2019-011**

ORDINANCES – EMERGENCY

Mr. Cortez introduced Council Bill No. 2019-155 - an ordinance approving the City of Joplin to enter into an agreement with Branco Enterprises, Inc. in the amount of One Million Nine Hundred Seventy-Six Thousand Seven Hundred Thirty-Five and 00/100 dollars ($1,976,735.00) for the construction of Surface Project 4002, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2019-155 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-159**

Mr. Lawson introduced Council Bill No. 2019–372 - an ordinance approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 1907 W. Perkins St. in the City of Joplin, Missouri, for Four Thousand One Hundred Eighty Nine and 00/100 Dollars ($4,189.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson second by Dr. Reid Adams that Council Bill No. 2019-372 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-160**

Mr. Stanley introduced Council Bill No. 2019–404 - 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, 2019, through October 31, 2020, 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, and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2019-404 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-161**

Mr. Stinnett introduced Council Bill No. 2019-456 - 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, 2019 and running through September 30, 2020, for the amount of up to Thirty Two Thousand, Nine Hundred Twenty-Five Dollars and Forty-Seven Cents ($32,925.47), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Stinnett, second by Mr. Cortez that Council Bill No. 2019-456 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-162**

Mr. Monteleone introduced Council Bill No.2019-515 - an ordinance approving the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and Projects, establishing a redevelopment area and redevelopment project areas, and designating Summit Denali, LLC, as the developer of Redevelopment Projects 1 and 2, and containing an emergency clause.

Zachary Spiering, 630 N. Byers Ave, requested to address Council in opposition to the Boomtown TIF.

Motion by Mr. Monteleone, second by Mrs. Colbert-Kean to deny Council Bill No. 2019-515. Voting in favor were Council Members: Colbert-Kean, Cortez, Monteleone, Reid Adams, Shaw, and Stanley, 6. Nays: Lawson, Stinnett, 2. Absent: Brown, 1. **Council Bill No. 2019-515 was denied.**

Mr. Stinnett introduced Council Bill No.2019-516 - an ordinance approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2019-516 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-163**

Mr. Cortez introduced Council Bill No.2019-517 - an ordinance approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2019-517 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-164**

Mr. Lawson introduced Council Bill No.2019-518 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No.2019-518 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-165**

Mr. Stinnett introduced Council Bill No.2019-519 - an ordinance providing for the Budget of the City of Joplin for the period from November 1, 2019 to October 31, 2020, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019-519 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-166**

ORDINANCES – FIRST READING

Dr. Reid Adams introduced Council Bill No.2019-403 – an ordinance approving an Agreement between the City of Joplin, Missouri, and Keenoy Preservation; authorizing the City Manager to execute same on behalf of the City. Motion by Dr. Reid Adams, second by Mr. Cortez to approve Council Bill No. 2019-403 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as **Council Bill No. 2019-403**.

Mr. Stanley introduced Council Bill No.2019-520 – an ordinance approving Redevelopment Project 1 of the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Stanley, second by Mrs. Colbert-Kean to strike Council Bill No.2019-520 from the agenda. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. **Council Bill No. 2019-520 was stricken.**

Mr. Stanley introduced Council Bill No. 2019-521 - an ordinance approving Redevelopment Project 2 of the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Stanley, second by Mr. Cortez to strike Council Bill No. 2019-521 from the agenda. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1. **Council Bill No. 2019-521 was stricken.**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Boards/Commission Reappointments and Appointments:

Motion by Mr. Stanley, second by Mr. Lawson to approve the following reappointments and new appointments. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Brown, 1.

Reappointments:

ADA: Jeff Hughey
ADA: Curtis Ledford
Board of Health: Bob Tyler
Capital Improvements Committee: Gregg Wilkerson
Historic Preservation Commission: William Fischer
Historic Preservation Commission: Lori Haun
Parks & Recreation: Paul Teverow
Traffic Commission: Michael Mayer

New appointments

ADA Accessibility Committee: Steve Urie replaced Sarah Vargyas
Airport Board: Rob O'Brian replaced Tim Forker
Building Board of Appeals: William Stephens replaced Crystal Harrington
Building Board of Appeals: Gary Wilson replaced Ervin Wilson
Historic Preservation: Kate DeTar replaced Nancy Morton
Historic Preservation: Chris Ferguson replaced Paula Callihan
Historic Preservation: William Mountz replaced Pete Ramsour
Housing Authority: Marlena Shofler replaced Michael Johnson
Housing Authority: Leonard Miller replaced Brian Hughes
Joplin Redevelopment: Stephen Fuller replaced Fred Osborn
Library Board: Emily Stanley replaced Bill Pate
TIF Commission: Tom Franz replaced Chris Tucker
TIF Commission: Russ Alcorn replaced Ron Gatz
Traffic Commission: Trevor Freer replaced Ervin Wilson

News from the Public Information Officer, Lynn Onstot

Everyone is invited to celebrate Joplin's newest trails at a Ribbon Cutting and Trail Walk on Friday, November 1 as we officially open the Mohaska Trail and St. John's Trail. Connectivity continues to build with these two trails near popular parks in southwest Missouri. Trail enthusiasts have planned a ribbon cutting and a community trail walk at 4 p.m. on Friday, November 1 along with fun family activities. Parking for the Mohaska Trail event will be available in the parking lot of Mercy Park. Mohaska Trail begins near Mercy Park and winds through neighborhoods to the east before connecting with 26th (Gabby Street) and Main. We hope to see a good crowd for this trail opening.

Stormwater construction near 7th Street and Illinois Avenue will cause lane closures and possible traffic delays in the area. Work begins on Tuesday, October 22 and is expected to continue for approximately four weeks. The project will expand the stormwater capacity in this area that includes both Joplin Creek and Iowa Branch. Work includes installation of sidewalk, inlets and piping along Illinois Avenue south of 7th Street, affecting northbound traffic patterns. We encourage everyone to watch for sign postings and to use caution while driving in this area.

In celebration of America Recycles Day, the Joplin Recycling Center will host a shredding event on Saturday, November 16. During this recycling event, large amounts of paper can be shredded quickly at no cost to area residents. Midwest Fibre Sales will have their mobile shred truck at the Center from **10 a.m. to 2 p.m.** for residents to rid themselves of personal papers that are no longer needed without worry of identity theft. This free event is sponsored by the City's Recycling Division, Region M Waste Management District, and the Missouri Department of Natural Resources.

Mark your calendar for Joplin's 32nd Annual Veterans Day Parade on Saturday, November 9th.

More information about these events can be found on our website at joplinmo.com. Thank you.

Comments from Council:
Mayor Shaw congratulated PIO Officer Lynn Onstot for being inducted into the Missouri Southern Athletic Hall of Fame as a member of the 1981-1982 Lady Lions Basketball Team. The team played in the National Championship game in the NAI tournament in Kansas City, making them the only team in MSSU's women's basketball history to make it that far. And that record still stands. The Lady Lions were the runners up of that tournament. Ms. Onstot stated it was an honor to be recognized.

Mayor Shaw thanked the staff for all their work and dedication on the TIF project.

Dr. Reid Adams stated she had the opportunity to participate in an Economic Growth Tour with the Chamber of Commerce on Friday and commented on the many exciting things happening in our city.

Mr. Stanley invited the public to help celebrate the opening of the Rotary Sculpture Garden at Mercy Park on Sunday, October 27 from 4:00 – 6:00 pm.

There being no further business, the meeting adjourned at 8:34 pm.

Respectfully,

Barbara J. Gollhofer

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-403 – approving agreement for professional services for the East Town (Original Joplin) Historic Survey Phase II with Keenoy Preservation.

MEETING DATE
October 21, 2019

REVIEWED BY
Director of Planning Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, Interim City Manager-Dan Pekarek.

SUMMARY
This Council Bill approves agreement for professional services between the City of Joplin and Keenoy Preservation. Scope of work includes an intensive historic survey of the neighborhood.

BACKGROUND
The Joplin Historic Preservation Commission, in continuation of the responsibility of the Commission to identify and protect the historic assets of the City, is completing the East Town survey through this second phase. Once completed The Historic Preservation Commission will continue with the next steps of the recommendation and nomination of Local and National Historic Districts. These districts are an important part of the City Preservation Plan and the long-range neighborhood plans of the Community Development Office.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Historic Preservation Commission budget for consultants and will be reimbursed 60% by the Department of Natural Resources Historic Preservation Fund.

RECOMMENDATION
The Historic Preservation Commission and staff recommends adoption of this Council Bill on a non-emergency basis.

ATTACHMENTS
CB 2019-403, Keenoy Preservation Agreement

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main St., Joplin, Missouri 64801, hereinafter referred to as the "City" and Ruth D. Keenoy d/b/a Keenoy Preservation, whose address is 5229 Oleatha Ave., St. Louis, Missouri 63139, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm for Historic Survey Phase II for East Town (Original Joplin) Neighborhood;

WHEREAS, the City issued its Request for Qualifications for Historic Survey Phase II for East Town (Original Joplin) Neighborhood, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, Consultant submitted its bid response, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant desires to provide professional services for Historic Survey Phase II for East Town (Original Joplin) Neighborhood pursuant to the terms of this Agreement;

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Consultant agrees to diligently perform in a professional manner the following:

1. To provide services in completing an intensive level survey that includes approximately 220 properties. The level of documentation and number of survey forms will be determined in consultation with the State Historic Preservation Office (hereafter "SHPO"). The survey will be completed following SHPO's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form." Before starting work, the consultant will schedule a time with the SHPO grant monitor to discuss the survey boundary, level of documentation, and how resources will be recorded.

2. Complete a research design, survey forms, a final survey report and hold two public meetings.

3. Provide one boundary map (scale 1" =200'), of survey boundary and potential National Register district.

4. Provide digital color photographs of each surveyed resource provided in JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Final digital images files must be labeled according to National Register standards.

5. Any other product(s) required or requested by SHPO for successful completion of the survey.

6. Consultant acknowledges and agrees that, in addition to the terms contained in this Agreement, Consultant is bound to the terms of the City's Request for Qualifications for Historic Survey Phase II for East Town (Original Joplin) Neighborhood and Consultant's response thereto, attached hereto and incorporated by reference as Exhibits A and B respectively.

ARTICLE II – AGREEMENT SCOPE AND TIME

The scope of work must be completed by the end of July 2020. Milestones were determined in consultation between the City and SHPO.

Email submission of signed consultant contract to the SHPO.	11/25/19
Consultant will contact the SHPO to discuss the level of documentation for the project. An email documenting this discussion will be submitted to the consultant and the City of Joplin by the grant monitor (date approximate).	12/02/19
Submission of a draft research design in digital format to the SHPO for review and approval. Email submission of documentation for the first of two public information meetings (meeting date is approximate only).	01/17/20
Submission of final research design in digital format. Submission of 5 complete sample inventory forms (and site plans as appropriate) in digital format and digital color JPEGs, to the SHPO for review and approval.	02/07/20
Submission of fully complete draft digital inventory forms (and site plans as appropriate), digital color JPEGs, and a digital survey map to the SHPO for review and approval. Mid-term budget report due to City of Joplin.	04/03/20
Submission of final inventory forms (and site plans as appropriate), maps and photos in digital format to the SHPO for review and approval. Submission of draft survey report in digital format to the SHPO for review and approval.	06/01/20

Submission of final survey report to the SHPO for review and approval, and submission of documentation for the second public meeting (date approximate).	07/10/20
Submission of final project report and fiscal data.	07/31/20

It is acknowledged by the Parties that the adherence to this timetable is due not only to the performance of the Consultant, but also upon the timely review of draft materials and their return to the Consultant for any necessary editing.

ARTICLE III – GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, including but not limited to those contained in Exhibit "B."

2. The Consultant shall complete the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 working closely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, projection reports, drawings, specification and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV – RESPONSIBILITES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

5. Consultant represents that it has professional working knowledge of National Register Bulletins and SHPO requirements.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant,

2. Ensure access to City facilities, personnel and information as requested by Consultant.

3. Provide all historic and current relevant information, data and photographs to Consultant.

ARTICLE V – COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for a lump-sum of $23,000.00, including all professional time, travel, materials and supplies, expenses, etc., payable according to the following schedule:

   a. Initial Payment, $11,500.00, Submission of fully complete draft survey forms and photos

   b. Final Payment, $11,500.00, due following the approval of all materials by the City and by SHPO

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII – MISCELLANEOUS

1. CHOICE OF LAW and VENUE. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

7. REPRESENATIONS. 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.

8. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit or any other persons or entities.

ARTICLE IX – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

Keenoy Preservation

_____

BY: Ruth Keenoy
Principal

DATE: _____

FOR THE CITY

City of Joplin, Missouri

_____

BY: Dan Pekarek
Interim City Manager

DATE: _____

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ _____(Name) and I am the __Title) of the ___ __(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:

_____

Exhibit A

City of Joplin, Missouri

Request for Qualifications

For

Historic Survey Phase II

For

East Town (Original Joplin) Neighborhood

City of Joplin, MO

Planning, Zoning and Neighborhood Services

602 S. Main Street 64801

(417) 624-0820 Ext. 539

I. NOTICE OF REQUEST FOR QUALIFICATIONS:

Exhibit A

Invitation
Notice is hereby given that sealed qualifications will be received before 5:00 p.m. CDT on [Date] at the Planning, Zoning and Neighborhood Services Department at Joplin City Hall, 602 S. Main Street, Joplin, Missouri 64801 for the Historic Survey Phase II of the East Town (Original Joplin) District.

Project Description
The City of Joplin, Missouri is seeking written proposals from qualified firms/providers to conduct an intensive level architectural/historical survey of the East Town neighborhood. The first phase of the survey has previously been conducted on the North half of the neighborhood.

The neighborhood is associated with the first Joplin settlement in 1938, historic Route 66, and the local African American Community. This survey will focus on the southern half of the East Town neighborhood. Survey boundaries are E. Broadway St. on the North, N. St. Louis St. on the east, the Kansas City Southern Railroad on the west, and 4th Street on the South. (See Map A). Theses boundaries were selected based on discussions between the City of Joplin and the State Historic Preservation Office (SHPO) staff. The approximately 140-acre survey area encompasses a predominately suburban setting that includes approximately 230 properties. Resources are primarily residential representing a range of property types and styles though there are some commercial properties along E. Broadway Street and 4th street. There are also a few churches and a park located within the boundaries. This survey will focus on identifying properties that may be eligible as part of a district or individually for local historic designation and/or national Register listing. This project will also provide a history of the area and its development contributing to the overall historical understanding of Joplin. Final survey boundaries, the level of documentation and the number of survey forms will be determined in consultation with the SHPO.

RFP Timeline

Name of the Proposal:	East Town (Original Joplin) Historic Survey Phase II
Date of Issuance:	September 6, 2019
Deadline for Proposal Submittal:	September 27, 2019 before 5:00 p.m. CDT
Submit Proposal to:	City of Joplin Sealed Proposal: East Town (Original Joplin) Historic Survey Phase II Planning, Development and Neighborhood Services 602 S. Main Street Joplin, MO 64801
Point of Contact:	Thomas Walters, Planner, Planning, Development and Neighborhood Services Email: twalters@joplinmo.org Phone: (417) 624-0820 Ext. 539 Fax: (417) 625-4738

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

II. FORMAT FOR STATEMENT OF QUALIFICATIONS:

Exhibit A

General Instructions
Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

Responses shall be a maximum of twenty (20) printed pages. The cover, table of contents, divider sheets, work examples, and Submission Form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation of for any presentation that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expense.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

III. SUBMITTAL INSTRUCTIONS:

Proposal
In order to facilitate the analysis of responses to this RFQ, Consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered non responsive and may be disqualified at the discretion of the City of Joplin.

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

A. Each of the seven (7) sections listed below shall be tabbed and labeled.
B. Each page shall be numbered on the bottom right hand corner.
C. Submit one (1) original proposal and five (5) copies.

D. The proposal shall be organized as follows:

Exhibit A

Proposed Tab Section	Title
1.0	Cover Letter
2.0	Executive Summary
3.0	Company Background
4.0	Company Experience
5.0	Responses to Scope of Services
6.0	Sample Document(s)
7.0	Signature Page Form

Submittal Requirements

The proposals will be based on the criteria introduced in the above section and must include the following components:

1.0 Cover Letter: A maximum one page letter stating the Respondent's interest in being considered for this project.

2.0 Executive Summary: A maximum three page summary of the Respondent's ability to complete this project based on background and experience.

3.0 Company Background: An introduction to the Respondent's background, including number of years active in company and field, education, and number and type of projects completed for all personnel that will be assigned to this project.

4.0 Company Experience: A list of projects the Respondent has completed within the past five (5) years that are similar to the project requested in this RFP. Special attention should be given to projects completed for other governmental entities, particularly cities and State Historic Preservation Offices. Include company name, address, person(s) to contact, telephone number, a brief description of the project completed, and date completed for references.

5.0 Responses to Scope of Services (See Section IV. Specifications of Services Requested): Narrative on project approach. Describe the schedule of events necessary to complete the project clearly defining the roles of all involved personnel. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere. Respondents should acknowledge the timeline and deadlines, the required final products, and required public meetings outlined in this RFP and their ability to complete these tasks on time. Respondents should include a cost summary, including the estimated hours and cost for each task and a total cost to complete the project.

6.0 Sample Document(s): The Respondent shall provide at least one (1) but not more than three (3) sample documents of similar projects completed.

7.0 Signature Page Form: See Attachment B at the end of this RFP. The form shall be signed and submitted with the Proposal.

IV. SPECIFICATIONS OF SERVICES REQUESTED:

General Statement

The City of Joplin is seeking a qualified 36 CFR 61 historian or architectural historian to conduct and complete a Phase I Historic Survey for the East Town (Original Joplin) neighborhood. No previous historic surveys have been conducted of the neighborhood. The Consultant shall have significant experience in the conducting and completion of historic surveys, and include at least one (1) but no more than three (3) example(s) of previous projects with their proposal.

The selected Consultant shall be expected to use accepted professional standards and practices to prepare and complete the project based on the following criteria:

Exhibit A

Scope of Services – General
The qualified consulting firm will prepare a phase I intensive level historic survey, along with the survey's associated research design, report and map for the Joplin East Town neighborhood. Final boundaries, the level of documentation, and the number of survey forms, along with contributing and non-contributing resource counts, criteria and areas of significance if properties are determined eligible for the National Register, will be determined in consultation with the State Historic Preservation Office.

This is phase II of a two phase project. An intensive level survey will allow for the evaluation of these properties as they relate to the neighborhood's history and development.

The survey will be completed following the State Historic Preservation Office's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form" available on the SHPO's website. Before starting work, the consultant will schedule a time with the SHPO grant monitor to discuss the survey boundary, level of documentation, and how resources will be recorded. The survey will record the history of each resource up to a date determined in consultation with the SHPO.

All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications.

Funding for this project is made available through a grant **(Project Number 29-19-171413-014)** from the U.S. Department of the Interior/National Park Service, Historic Preservation Fund, through the Missouri Department of Natural Resources, Division of State Parks, State Historic Preservation Office. **All correspondence must include the Project Number as noted above.** Awarding of the consultant contract is contingent upon obligation of Federal Funds.

Scope of Services – Final Products
Final products will include:

1. A completed **research design** meeting the SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted to the SHPO in Word format prior to field work. The research design will describe the scope of the work, rationale of survey boundaries, proposed methodology and expected results. The draft may be submitted in digital Microsoft Word 2010 or 2010-readable format. The final version shall be submitted in both digital and hard copy formats.
2. Email documentation for the **two public information meetings** (i.e. press release, newspaper/web advertisement, and sign-in sheet). See subsection C for further information on public meetings.
3. **SHPO Architectural/Historic Inventory Forms** (or other pre-approved survey form) meeting SHPO's "Standards for Professional Architectural and Historic Surveys" and following the "Instructions for Completing the Architectural/Historic Inventory Form" shall be completed for each property within the boundary, including vacant lots. If publicly accessible cemeteries are within the survey boundaries, the consultant will contact the grant monitor for instructions on how to document cemeteries utilizing the cemetery survey form (form MO 780-2586). Draft versions of the inventory forms will be provided in digital format to the SHPO and final versions will be submitted in hard copy and digital format. The consultant will set up a time with the SHPO to discuss the level of documentation before work on the project begins. An email documenting the discussion will be sent to the consultant and

the city by the grant monitor. Drafts will be completed as discussed in this conversation. Incomplete drafts will not be accepted.

4. **Digital color photographs** of each surveyed resource provided in JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Draft digital images may be labeled by street address but final digital images files must be labeled according to National Register standards (i.e. MO_Jasper County_East Town (Original Joplin) Historic Survey_0001). Photos will preferably be taken to avoid obstruction from foliage or snow cover. If a property has a complex footprint, additional photographs may be necessary to accurately record all primary façades. If a property has secondary resources an additional photograph will be taken for each resource unless the secondary resource is clearly visible in the photograph of the primary resource. If a property has more than one associated resource the site plan on the inventory form shall be completed, unless a master map showing the accurate orientation of outbuildings in the district is submitted as part of the project. The number of photographs will be determined in consultation with the SHPO.
5. **One set of hard copy black and white archival photographs**. The photographs shall be printed in black and white, using archival ink and paper meeting a 75-year standard. They must be printed at 300 dpi in 5"x7" size. Each photo must be labeled on the back, using a soft lead archival pencil, with at least the survey name, survey number, property name (if applicable), street address, city, county, and date of the photo. Do not attach the photos to the form or use adhesive labels. The SHPO will be consulted on paper and ink combinations before prints are made and submitted.
6. **A boundary map**, separate from the final report. The location of each property inventoried will be indicated on a large-scale map (at least 1" = 200'). Potential district boundaries, property type, plan or style, and other interpretive information will be included on one or more additional maps, as appropriate. The map shall show the survey boundary and boundaries for any potential National Register districts. The contributing status of each property must be marked within the recommended historic district boundary (if applicable). Likewise, individually eligible properties must be noted. All maps will be in black and white. Any mapping will be submitted in digital format and final versions will be submitted in digital format and hard copy in an easily reproducible size such as 8 ½"x 11", 8 ½"x 14" or 11" x 17". If the boundary map includes building footprints and accurate orientation of any outbuildings, the site plan portion of the inventory form may be left blank.
7. **A final survey report** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted. This report will describe the scope and scale of the survey; methodology of the project; provide a complete historic context – including a discussion of the development of the neighborhood – for evaluation of the resources under National Register criteria; describe and analyze property types and styles within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts), local historic designations, and survey activities. A draft report may be submitted in digital format in Microsoft Word 2010 or 2010-readable format. The final version of the report must be submitted in both digital and hard copy format.
8. A **second set of all products** shall be submitted to the City of Joplin.

Scope of Services – Required Public Meetings

The consultant will conduct a minimum of two public meetings at Joplin City Hall to inform owners of properties within the survey area and the interested public about the goals and scope of the survey project. Meetings will be held near to the beginning of the survey as practical and the second meeting will be conducted at the conclusion of the project, when survey results and recommendations will be presented. Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public. Public meetings may be held in conjunction with regular meetings of the Joplin Historic Preservation Commission.

Public meeting notices regarding this grant project will include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office. Federal laws prohibit discrimination on the grounds of race, color, sexual origination, national origin, disabilities, religion, age, or sex. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240.

Exhibit A

Scope of Services – Timeline
All work must be completed no later than July 31, 2020.

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule.

RFP Advertised:	September 6, 2019
Proposals Due:	September 27, 2019 at 5:00 P.M.
Committee Review:	October 1 – 3, 2019
Interviews:	October 7 – 8, 2019

Timeline for project: The City and the State Historic Preservation Office have developed a timeline and milestones for work and payment schedule. **All work must be completed July 31, 2019.**
Milestones Dates to be finalized with SHPO*

Milestone	Product	Date Due	Federal Share	Non-Federal Share
#1	Submit a draft RFP to the HPF Grant Manager for review and approval **before** the bid process is initiated.	08/02/2019	$ 0	$ 0
#2	Submit documentation of the consultant selection process and a draft of the consultant contract **prior to signature** to the HPF Grant Manager for review and approval.	10/03/2019*	$ 0	$ 0
#3	Submission of signed consultant contract to the HPF Grant Manager.	11/26/2019*	$ 0	$ 0
#4	The City will arrange a meeting with the consultant and HPF Grant Manager to discuss the level of documentation for the project. An email documenting this discussion will be submitted to the consultant and the City of Joplin by the HPF Grant Manager (date approximate).	11/27/2019*	$ 0	$ 0
#5	Submission of a draft research design to the HPF Grant Manager for review and approval. Submission of documentation for the first of two public information meetings (meeting date is approximate only).	12/16/2019*	$ 0	$ 0
#6	Submission of final research design. Submission of 5 complete sample inventory forms (and site plans as appropriate) to the HPF Grant Manager for review and approval.	01/06/2020*	$ 0	$ 0

#7	Submission of fully complete draft inventory forms (and site plans as appropriate), digital color JPEGs, and a digital survey map to the HPF Grant Manager for review and approval. Mid-term budget report	04/03/2020	Estimated 50% of expenses	Estimated 50% of expenses
#8	Submission of final inventory forms (and site plans as appropriate), maps and photos to the HPF Grant Manager for review and approval. Submission of draft survey report to the HPF Grant Manager for review and approval.	06/01/2020	$ 0	$ 0
#9	Submission of final survey report to the HPF Grant Manager for review and approval, and submission of documentation for the second public meeting (date approximate).	07/10/2020	$ 0	$ 0
#10	Submission of final project report and fiscal data.	07/31/2020	Remaining balance of expenses	Remaining balance of expenses

Exhibit A

V. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of The City that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to The City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy The City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
B. The ability of the Proposers to perform the work or provide the service promptly or within the time specified, without delay or interference;
C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
D. The quality of performance of previous contracts or services.

A selection committee made up of qualified City staff and commissioners of the Historic Preservation Commission shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work requested.

In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria listed above, as well as background, experience, response to scope of services, costs and supporting documents as part of the submittal requirements.

After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal. The City of Joplin reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

Exhibit A

VI. GENERAL INFORMATION AND REQUIREMENTS:

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, commissioners of the Historic Preservation Commission, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest
The Respondent will submit Responses at the time and location described below:

Time/Date: Received by 5:00 PM CDT on Tuesday, September 3rd, 2019. RFPs received after this time and date will not be accepted.

To: City of Joplin
Sealed Proposal: East Town (Original Joplin) Historical Survey Phase II
Planning, Development and Neighborhood Services
602 S. Main Street
Joplin, MO 64801

The Respondent shall submit one (1) original with five (5) identical copies of the Response in print and with one PDF copy provided on CD or USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the East Town (Original Joplin) Historic Survey Phase II project.

Evaluation of Qualifications
The evaluation of the Responses shall be based on the requirements described in this RFQ. All properly submitted Responses will be reviewed, evaluated, and ranked by the City, with input from the

Committee as noted above. The City will contact those Proposers with the top ranked proposals that best meet the City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be required to meet with the selection committee at a time to be specified. The City reserves the right to contact only one company at this stage and to immediately proceed with contact negotiations if appropriate. The proposals will be reviewed in depth with the selection committee at that time. The City will contact the Proposer that best meet the City's needs and attempt to negotiate an agreement that is acceptable to both parties. An anticipated decision is scheduled to occur by [date].

City's Reservation of Rights
The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61 professional qualifications.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigations may be conducted as a part of the due-diligence process.

Disposition of Proposals
All submitted proposals become the property of The City.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment
By submitting a proposal, the Proposer certifies that it is not currently debarred with submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that is not a person or entity that is currently debarred from submitting

proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government.

Exhibit A

Map A



ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES
City of Joplin, Jasper County, Missouri
East Town (Original Joplin) Historic Survey Phase II
Project No. 29-19-171413-014

Exhibit A

Please be advised that the Missouri Department of Natural Resources has not as yet received the final allocation from the federal Historic Preservation Fund. No final grant awards or reimbursements of allowable grant project costs will be made until the allocation is received. Obligations of the State shall cease immediately if the Missouri Legislature, the President or Congress fail to appropriate or otherwise make available funds for this project.

Starting Date: July 1, 2019 Ending Date: August 31, 2020

I. SCOPE AND PURPOSE:

The City of Joplin will hire a 36 CFR 61 qualified historian or architectural historian (herein referred to as "consultant") to conduct an intensive level architectural/historical survey of Joplin's East Town neighborhood. This is Phase II of a two-phase project. An intensive level survey will allow for the evaluation of these properties as they relate to the neighborhood's history and development. The neighborhood is associated with the first Joplin settlement in 1838, historic Route 66, and the local African American community. The Phase I survey area focused on the northern half of the East Town neighborhood. Phase II will focus on the southern half of the East Town neighborhood. It will be bounded by E. Broadway on the north, N. St. Louis Avenue to the east, the Kansas City Southern Railroad on the west, and 4th Street to the south. These boundaries were selected based on discussions between the City of Joplin and State Historic Preservation Office (SHPO) staff. The approximately 140-acre survey area encompasses a predominately- suburban setting that includes approximately 230 resources, including accessory structures, on 170 parcels including vacant lots. This project will also provide a history of the area and its development contributing to the overall historical understanding of Joplin. Final survey boundaries, the level of documentation and the number of survey forms will be determined in consultation with the Historic Preservation Fund (HPF) Grant Manager.

Architectural survey is an activity required of Certified Local Governments (CLGs) per 36 CFR 61 regulations. A survey is being conducted to ensure the City of Joplin has the most accurate, up-to- date information on identified historic buildings and their condition to help with planning and preservation efforts. This survey will include recommendations for future preservation activities, including but not limited to identifying properties eligible for the National Register of Historic Places.

II. ACTIVITIES AND FUNCTIONS:

A. Consultant Selection Process

The City of Joplin will hire a professional that meets the *Secretary of the Interior's Professional Qualifications Standards* for a historian or architectural historian, as outlined in the Code of Federal Regulations, 36 CFR Part 61 to conduct the East Town (Original Joplin) Historic Survey Phase II. This will be an intensive level architectural survey. The Request for Proposal (RFP) sent to

consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities and the Milestone Schedule from the Grant Agreement. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft RFP will be sent to the HPF Grant Manager for approval **prior to initiating the bid process**. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager for approval **before it is signed**.

1. Submit a **draft of the RFP** for review prior to the initiation of the bid process.
2. Submit documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
    a. Indication of who the RFP was sent to and when
    b. Copies of all responses received (proposals and responses of no bid)
    c. Score sheets/an explanation for why a consultant was chosen
    d. The unsigned draft consultant contract noted above
3. Submit a copy of the signed **consultant contract**.

B. Intensive Level Survey

The survey will be completed following the State Historic Preservation Office's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form" available on the SHPO's website. Before starting work, the consultant will schedule a time with the HPF Grant Manager and the City to discuss the survey boundary, level of documentation, and how resources will be recorded. The survey will record the history of each resource up to a date determined in consultation with the HPF Grant Manager. Intensive level surveys include an architectural description of each resource, construction dates, and current conditions along with research on the history of each property (including ownership and use). The survey report will describe the historic context and the development of the survey area. It will also document the existing historic character and conditions of the survey area and make recommendations for future preservation activities, including additional survey recommendations and potential eligibility for local historic designation or listing in the National Register. This project will also provide a history of the area and its development, contributing to the overall historic knowledge and understanding of Joplin.

Prior to field work, a research design detailing the methodology and goals of the survey will be completed and approved by the HPF Grant Manager. Once the research design is approved by the HPF Grant Manager, a Missouri Architectural/Historic Inventory form will be completed for each property within the boundary, including any vacant lots. The number of forms and level of documentation will be determined by the HPF Grant Manager in consultation with the grant recipient. Forms will be submitted in digital format. The number of photos will be determined in consultation with the HPF Grant Manager. A map will be created that indicates the survey boundaries, property locations and addresses. If a potential historic district is found, its boundaries will be identified on the map along with a notation of each resource's contributing or non-contributing status. If potential individually eligible properties are found, they will also be noted on the map.

Exhibit A

A final survey report will be prepared in digital format. The report will develop the historic context of the neighborhood and describe its development history. This information will be gleaned from overall archival research for the survey area but also the research conducted for and included on the individual survey forms. After developing the context, the report will evaluate the history in terms of National Register eligibility and potential future listings (individual and/or districts). This report will also describe the scope and scale of the survey; provide a methodology for the project; describe and analyze property types within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts), local designations, and survey activities as applicable.

These products are outlined in more detail below. The Joplin Historic Preservation Commission will have an opportunity to review milestone products if they so choose before they are submitted to the HPF Grant Manger.

The Phase II intensive level architectural survey of Joplin's East Town neighborhood shall produce the following products:

1. A completed **research design** meeting the SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted to the HPF Grant Manager prior to field work. The research design will describe the scope of the work, rationale of survey boundaries, proposed methodology and expected results.

2. Submit documentation for the **two public information meetings** (i.e. press release, newspaper/web advertisement, sign-in sheet). See subsection C for further information on public meetings.

3. **SHPO Architectural/Historic Inventory Forms** (or other pre-approved survey form) meeting SHPO's "Standards for Professional Architectural and Historic Surveys" and following the "Instructions for Completing the Architectural/Historic Inventory Form" shall be completed for each property within the boundary including vacant lots. Draft versions of the inventory forms will be provided in digital format. The final version for the SHPO will be submitted in digital format. The consultant will set up a time with the HPF Grant Manager and the City to discuss the level of documentation before work on the project begins. An email documenting the discussion will be sent to the consultant and the city by the HPF Grant Manager. Drafts will be completed as discussed via this conversation. Incomplete drafts will not be accepted.

4. **Digital color photographs** of each surveyed property submitted in digital JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Draft digital images may be labeled by street address but final digital images files must be labeled according to National Register standards (i.e. MO_xxx County_SURVEY NAME_0001). Photos will preferably be taken to avoid obstruction from foliage. If a property has a complex footprint, additional photographs may be necessary to accurately record all primary façades. If a property has secondary resources an additional photograph will be taken for each resource unless the secondary resource is clearly visible in the photograph of the primary resource. If a property has more than one associated resource, the site plan on the

inventory form shall be completed unless a master map showing the accurate orientation of outbuildings in the district is submitted as part of the project. The number of photographs will be determined in consultation with the HPF Grant Manager.

5. **A boundary map**, separate from the final report. The location of each property inventoried will be indicated on a large-scale map. Potential district boundaries, property type, plan or style, and other interpretive information will be included on one or more additional maps, as appropriate. The map shall show the survey boundary and boundaries for any potential National Register districts. The contributing status of each property, including outbuildings, must be marked within the recommended historic district boundary (if applicable.) Likewise, individually eligible properties must be noted. Any mapping will be submitted in digital format. If the boundary map includes building footprints and accurate orientation of any outbuildings, the site plan portion of the inventory form may be left blank.

6. **A survey report** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted. This report will describe the scope and scale of the survey; methodology of the project, provide historic contexts for evaluation of the resources under National Register criteria; describe and analyze property types within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts). The final version of the report must be submitted in digital format.

C. Public Meetings

The grant recipient will conduct a minimum of two public meetings in Joplin to inform owners of properties within the survey area and the interested public about the goals and scope of the survey project. The first meeting will be held as near to the beginning of the survey as practical and the second meeting will be conducted at the conclusion of the project, when survey results and recommendations will be presented. Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public. Public meetings may be held in conjunction with regular meetings of the Joplin Historic Preservation Commission.

III. SPECIAL CONDITIONS:

1. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.

2. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications for a historian or architectural historian.

3. The Joplin Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager.

4. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

   This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation. Federal laws prohibit discrimination on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240.

   [This acknowledgement may be in any size type on the notice]

   Project work will be completed and payments made according to the milestone/payment schedule and project budget.

Attachment B

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION FORM

RFP # 29-17-151350-05

Company _____

Address _____

Contact Person_____

Telephone Number_____

Email_____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public

servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ___ day of _____.

BY:

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

Exhibit B

PROPOSAL

HISTORIC SURVEY PHASE II

EAST TOWN (ORIGINAL JOPLIN) NEIGHBORHOOD
JOPLIN, MISSOURI

Submitted to the City of Joplin, Missouri

September 23, 2019

Keenoy Preservation
5229 Oleatha Avenue
St. Louis, MO 63139
314-637-6441 / rdkeenoy@gmail.com
http://keenoypreservation.com/

Exhibit B

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Exhibit B

1.0 Cover Letter

KEENOY PRESERVATION
5229 Oleatha Avenue
St. Louis, MO 63139
rdkeenoy@gmail.com / 314-637-6441

September 23, 2019

City of Joplin
ATTN: Thomas Walters, Planner
Planning, Development and Neighborhood Services
602 S. Main Street
Joplin, MO 64801

RE: East Town (Original Joplin) Historic Survey Phase II

Dear Mr. Walters:

I wish to submit a proposal to complete the above-referenced project for which the City of Joplin issued a Request for Qualifications (RFQ) on August 18, 2019 (re-issued September 6, 2019). The proposal would include a survey team consisting of myself, Susan Sheppard, and Terri L. Foley.

The enclosed proposal includes an Executive Summary, Company Background, Company Experience, Response to Scope of Services, Sample Documents and Signature Page Form. A cost proposal has been submitted separately. We have the requisite experience, training and technical competence to complete the project on time (on or prior to July 31, 2020).

We very much appreciate the opportunity to provide this proposal and look forward to hearing of your decision. If you have any questions, please do not hesitate to contact me.

Sincerely,

Ruth Keenoy

Ruth Keenoy
Historic Preservation Specialist
http://keenoypreservation.com
314-637-6441 / rdkeenoy@gmail.com

Exhibit B

2.0 Executive Summary

The following proposal was prepared for the City of Joplin, which seeks to complete a Phase II intensive survey of properties within the East Town (Original Joplin) Neighborhood. The Phase II survey area is bounded by East Broadway (north), N. St. Louis Street (east), 4th Street (south) and the Kansas City Southern Railroad (west). The survey will identify approximately 230 properties.

If awarded the project, the scope of work will be completed through the services of a three-member team – Ruth Keenoy, Susan Sheppard and Terri L. Foley. All team members meet the Secretary of Interior's Professional Standards of Qualifications for architectural history as published in the Code of Federal Regulations, 36 CFR Part 61 (standards available at: https://www.nps.gov/history/local-law/arch_stnds_9.htm). Ms. Keenoy is a registered WBE in the State of Missouri. Ms. Foley is a registered WBE in the State of North Carolina.

The project will meet the requirements outlined in the State Historic Preservation Office's (SHPO) Historic Preservation Fund (HPF) Products Manual and National Register Bulletin 24: *Guidelines for Local Surveys: A Basis for Preservation Planning* (Revised). The final survey report will provide a history of the area and its development contributing to the overall historical understanding of Joplin. The project will focus on identifying properties that may be eligible for local and/or National Register of Historic Places (NRHP) significance. Properties will be evaluated individually and for their potential to comprise one or more local and/or NRHP district(s). Final survey boundaries, level of documentation and number of survey forms will be determined in consultation with the SHPO.

The survey team has the requisite experience, education and qualifications to complete the project, as described under Sections 3.0 (Company Background) and 4.0 (Company Experience).

If awarded the contract, the consultant team will comply with all applicable City, State and Federal provisions pertaining to non-discrimination, Equal Employment Opportunity, Affirmative Action and the American with Disabilities Act (ADA).

Funding for the Joplin East Town (Original Joplin) Neighborhood Survey, **Project Number 29-19-171413-014,** is made available through a grant provided by the U.S. Department of the Interior/National Park Service, Historic Preservation Fund, through the Missouri Department of Natural Resources, Division of State Parks, State Historic Preservation Office.

Questions regarding this proposal should be addressed to Ruth Keenoy, 314-637-6441, rdkeenoy@gmail.com.

Exhibit B

3.0 Company Background

Keenoy Preservation is a consulting team composed of three individuals: Ruth Keenoy, Susan Sheppard and Terri L. Foley. The consultants have worked with each other for a number of years. Ms. Foley and Ms. Keenoy have worked as a team for more than 12 years. Ms. Sheppard recently joined the team, bringing her more than 10 years' experience as a historic preservation professional.

- Ms. Keenoy holds a master's degree in historic preservation and has worked as an architectural historian for more than 25 years. She has completed a number of cultural resource surveys in the states of Maine, Missouri, Tennessee, New York, Virginia, West Virginia, Georgia and Alabama.

Education – Ruth Keenoy
B.B.A., Business Administration, Middle Tennessee State University, 1985
M.A., History, Middle Tennessee State University, 1995

Professional Work Experience – Ruth Keenoy
Historic Preservation Consultant, Self-Employed, St. Louis, 2006-2010; 2016-present
Project Manager, Historical Mitigation, National Geospatial-Intelligence Agency (NGA) Relocation, St. Louis, MO, 2016 - present
Preservation Specialist, Landmarks Association of St. Louis, Inc., 2010 – 2016
Senior Preservation Planner, TRC, Atlanta, GA (Nashville branch office), 2000-2006
Historic Preservation Specialist, Tennessee Dept. of Transportation, 1997 – 2000
Architectural Historian, TRC Mariah Associates, Inc., Austin, TX, 1996-1997
Private Consultant/Architectural Historian, Self-Employed, 1996-1997
Preservation Planner, Thomason & Associates, Nashville, TN, 1994-1996

- Ms. Sheppard has a master's degree in history (Southeast Missouri State University) with an historic preservation emphasis and has worked as an architectural historian for 15 years. She has completed surveys in Missouri and South Dakota.

Education – Susan Sheppard
B.A., Art History, University of Missouri-St. Louis, 2000
M.A., History, Southeast Missouri State University, Cape Girardeau, 2003

Professional Work Experience – Susan Sheppard
Program Outreach Coordinator, Missouri Main Street Connection, St. Louis, 2019
Project Manager/Assistant Main Street Coordinator, State of Maryland Department of Housing and Community Development, Baltimore 2015-2018
Cultural Resource Management Specialist, Michigan State Historic Preservation Office, Lansing, 2009-2013

Architectural Historian, Cultural Resource Department, SCI Engineering, St. Charles (MO), 2006-2008
Preservation Specialist, Landmarks Association of St. Louis, Missouri, 2004-2007

- Ms. Foley holds a bachelor's degree in historic preservation with an emphasis in architectural design. She has worked as a preservation consultant for 17 years, completing cultural resource surveys in the states of Illinois, Kansas, Maine, Missouri, New York and North Carolina.

Education – Terri L. Foley
B.S., Historic Preservation, Southeast Missouri State University

Professional Work Experience – Terri L. Foley
Ms. Foley has been self-employed as a historic preservation consultant since completing her degree in 2002.

Recent architectural survey projects completed by Keenoy Preservation in Missouri include a Phase II Survey of the North Central Neighborhood in Columbia (2019) and an Intensive Re-Survey of Downtown Moberly (2017-2018).

Noted in the Request for Proposals (RFP) are Joplin's African-American and Route 66 resources, which shall be addressed in the proposed Phase II survey. Past projects completed by the consultant team that specifically address similar historical contexts are provided below.

- Garfield Historic District (Foley, 2017), Butler County (Poplar Bluff), MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/SG100001686.pdf
- Salem Baptist Church (Keenoy, 2013), Madison County (Alton), IL. Document is available at: https://www.nps.gov/nr/feature/places/pdfs/13001004.pdf
- Bennett Avenue Historic District (Keenoy, 2008), St. Louis County (Richmond Heights), MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/08000228.pdf

Ms. Keenoy and Ms. Foley co-authored the Multiple Property Documentation Form (MPDF) for Route 66 in Missouri (2008). The document is available at: https://dnr.mo.gov/shpo/nps-nr/Route66MPDF.pdf. Individual nominations completed by the consultants for Route 66 properties under the MPDF include the following:

- Meramec River U.S. Route 66 Bridge (Keenoy and Foley, 2008), St. Louis County, MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/09000888.pdf
- Route 66 Steak 'n Shake (Keenoy, 2012), Greene County (Springfield), MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/12000462.pdf

- Devil's Elbow Historic District (Keenoy, 2017), Pulaski County, MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/100000566.pdf
- Piney Beach (Keenoy, 2017), Pulaski County, MO. Document is Available at: https://dnr.mo.gov/shpo/nps-nr/100000567.pdf

Each member of the consultant team meets the Secretary of Interior's Professional Standards of Qualifications for architectural history as published in the Code of Federal Regulations, 36 CFR Part 61 (https://www.nps.gov/history/local-law/arch_stnds_9.htm).

No team members have failed to meet project deadlines in the past. All projects have been completed on time and within the proposed budget.

4.0 Company Experience

In relation to the scope of services outlined in the City's Request for Proposal (RFP), the consultants have completed multiple survey projects (individually and as a team). Sample projects completed by the consultant team during the past five years are provided below.

Of note is that Susan Sheppard worked during the past five years for Main Street. Professional contacts for Susan include:

- Karen Forbes, Assistant Director of Community Access/Department of Housing and Community Development, Maryland, 410-209-5809
- Diane Tuinstra, Cultural Resources Management Specialist, Michigan State Historic Preservation Office, 517-335-2723
- Becky Axilbund, Executive Director, Main Street Middletown (MD), 301-371-617.

2019 – Barker Neighborhood Intensive Survey, Phase I City of Lawrence, KS (Keenoy, Foley)
Contact: Lynne Zollner, Historic Resources Administration (City of Lawrence), 785-832-3151
Intensive residential survey of 326 properties. Potential for National Register District (pending Phase II survey) and identification of four potentially individually eligible properties.

2019 – North Central Neighborhood Survey, Phase II, City of Columbia, MO (Keenoy, Foley)
Contact: Rusty Palmer, Planner (City of Columbia), 573-874-7394
Reconnaissance level survey, Phase II, of North Central Neighborhood, identified 209 properties (residential, commercial, industrial) of which six were identified as potentially eligible for the National Register.

2019 – Wepprich Winery, St. Charles, MO, National Register Nomination (Keenoy, Foley)
Contact: Bill Elliott, Kenrick Construction Co., St. Louis, MO, 314-865-5204
Completed National Register nomination for former winery in downtown St. Charles, Missouri. Approved by Missouri Advisory Council, August 2019. Pending formal listing with the National Park Service.

2017-2018 – Collins Park Intensive Neighborhood Survey, City of Topeka, KS (Keenoy, Foley) (Survey report: https://www.kshs.org/resource/survey/topeka_collinsparksurvey2018.pdf)
Contact: Tim Paris, Historic Preservation Planner (City of Topeka), 785-368-3013
Intensive survey, Collins Park neighborhood, identified 185 properties (all but one is residential). Survey recommended a historic district for the platted subdivision of Collins Park.

2017 – 2018 – Intensive Survey, Downtown Commercial and Industrial Properties, City of Moberly, MO (Keenoy, Foley)
Contact: Tom Sanders, Director of Public Works (City of Moberly), 660-269-7644
Survey recorded 214 properties including re-evaluation of the city's downtown historic district. Recommendations were to enlarge the existing district. District expansion National Register nomination is currently in progress.

2017 – Garfield Historic District, Popular Bluff (MO) (Foley) (Available at: https://dnr.mo.gov/shpo/nps-nr/SG100001686.pdf)
Contact: Nevada Young, City Planning & Inspections, City of Poplar Bluff, 573-686-8615
National Register District completed for ethnic/African American significance.

2017 – Christian Weinrich House, Frederick Weister House and Old Fire Station Chester, Illinois, National Register Nomination (Foley)
Contact: Brenda Owen, 618-830-8569
Individual National Register nominations completed for three buildings in Chester, Illinois in 2017.

2016 – 2017 – Grandview Place, Intensive Survey, Edwardsville, Illinois (Foley)
Contact: Scott Hanson, City Planner, City of Edwardsville (IL), 618-692-7535
Conducted a survey for a mid-century modern residential subdivision developed on historic mine land. The survey included 186 residential buildings, three secondary buildings and approximately 69 objects.

2016 – 2017 – Section 106 Compliance/History Project– National Geospatial-Intelligence Agency, City of St. Louis (Keenoy) (Multi-tiered projects available online at: https://www.stlouis-mo.gov/government/departments/sldc/project-connect/nga/history/index.cfm; https://dnr.mo.gov/shpo/nps-nr/SG100002334.pdf;

https://dnr.mo.gov/shpo/nps-nr/SG100002792.pdf; https://dnr.mo.gov/shpo/nps-nr/SG100002038.pdf)
Contact: Russell Halliday, Program Manager Next NGA (City of St. Louis), 314-309-6560
Section 106 mitigation for the City of St. Louis in relation to construction of National Geospatial-Intelligence Agency headquarters. Project included public history project (with displaced residents), three National Register nominations and shoe industry historical overview.

2015 – Brahm-Mitchellette Motor Car Company, St. Louis, National Register Nomination (Keenoy) (Available at: https://dnr.mo.gov/shpo/nps-nr/15000442.pdf)
Contact: Berto Garcia, property owner, 314-353-0336
National Register nomination for former automobile dealership that currently houses administrative offices for Garcia Properties, St. Louis, Missouri.

2015 - Cynthia-Kinzer Historic District, Poplar Bluff (MO) (Foley) (Available at: https://dnr.mo.gov/shpo/nps-nr/15000441.pdf)
Contact: Nevada Young, City Planning & Inspections, City of Poplar Bluff, 573-686-8615
Completed National Register district nomination for a residential neighborhood consisting of 88 properties.

2015 – Claverach Park, St. Louis County, MO National Register Nomination (Keenoy) (Available at: https://dnr.mo.gov/shpo/nps-nr/15000537.pdf)
Contact: Karen Bode Baxter, 314-353-0593
Wrote Section 8 of National Register nomination. District includes 253 residential properties.

2014 – Bellefontaine Cemetery, St. Louis, National Register Nomination (Keenoy) (Available at: https://dnr.mo.gov/shpo/docs/14000378.pdf)
Contact: Nancy Ylvisaker, President, Bellefontaine Cemetery, 314-749-9909
Completed National Register nomination for Bellefontaine Cemetery, National Significance, Criterion C: Landscape Architecture.

2014 – Fifth Street Survey, City of Washington, MO (Keenoy/Landmarks Association) (Survey Report available at: https://dnr.mo.gov/shpo/survey/FRAS005-R.pdf)
Contact: Bridgette Kelch (no longer in position – was Executive Director of Downtown Washington). Contact for Downtown Washington – 636-239-1743
The intensive survey (completed with Katie Graebe) recorded 178 properties, ten of which were recommended as potentially eligible (individually) for the National Register of Historic Places.

2014 – Downtown Webb City Historic District, Webb City (MO) (Foley) (Available at: https://dnr.mo.gov/shpo/docs/DowntownWebbCityHistoricDistrict-14000427.pdf)
Contact: Erin B. Turner-Forcum, Community Development Coordinator (Webb City), 417-499-6367
National Register district nomination completed for properties along North and South Main and adjacent side streets, Webb City.

2014 - HABS/HAER Documentation, LORAN-C Towers, Wilmington, NC (Foley)
Contact: Zac Holmes, Shape Construction, 360-377-6383
Conducted HABS/HAER survey that entailed the documentation of the United States Coast Guard Carolina Beach LORAN-C Station including all buildings and four LORAN-C Towers.

5.0 Responses to Scope of Scope of Services

The following activities will be conducted should Keenoy Preservation be awarded the Phase II intensive historic survey. Funding for the project is made available through a grant (**Project Number 29-19-171413-014**) from the U.S. Department of the Interior/National Park Service Historic Preservation Fund (HPF), through the Missouri Department of Natural Resources, Division of State Parks, State Historic Preservation Office (SHPO). All correspondence related to this project will include the Project Number.

5.1 Scope of Services – General

The intensive level survey will allow for the evaluation of properties as they relate to the neighborhood's history and development. The proposed survey area consists of approximately 230 above-ground properties. Prior to beginning the project, the consultant team will schedule a time to discuss the project's expectations with the SHPO/HPF Grant Manager and the City of Joplin. Ms. Keenoy and Ms. Sheppard will attend two informational public meetings to discuss process, survey results and answer questions and will complete the photography and conduct research while in Joplin. Ms. Foley will assist in preparing forms and the survey report. Meetings will be coordinated by the City of Joplin and the Joplin Historic Preservation Commission. Notices regarding public meetings will be the responsibility of the City of Joplin.
All deliverables will be provided in digital format per SHPO instructions.

Exhibit B

5.2 Scope of Services – Final Products

An **Intensive Survey** of the East Town (Original Joplin) Neighborhood (within the study area) will include:

- A completed **research design** meeting the SHPO's "Standards for Professional Architectural and Historic Surveys", submitted to the SHPO in Word format prior to fieldwork.
- Email documentation for **two public information meetings.**
- **SHPO Architectural/Historic Inventory Forms** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" and following the "Instructions for Completing the Architectural/Historic Inventory Form", completed for each property within the boundary, including vacant lots. This will include:
  - Construction dates of the surveyed properties
  - Documentation of historic character and current conditions of the surveyed properties
  - Addresses/locations of the surveyed properties
  - Basic physical descriptions and conditions of properties
  - Basic archival research – including Sanborn maps, atlases and city directories if available
  - National Register of Historic Places (NRHP) eligibility recommendations
- **Digital color photographs** of each surveyed resource provided in JPEG format.
  - Each elevation of the property, including outbuildings *provided that building is visible from street*
  - Photographs will have minimal visual intrusions and include building details
  - Streetscape images (not to replace individual property photographs)
  - JPEG format, pixel dimensions for camera at least 1600 X 1200 and at least 300 dpi.
  - Named image files per SHPO protocol
- **A boundary map**, separate from the final report.
  - The location of each property inventoried will be indicated on a large-scale map (at least 1" = 200).
  - Potential district boundaries, property type, plan or style, and other interpretive information will be included.
  - Individually eligible properties will be noted.
  - Maps will be submitted in digital format.
- **A final survey report** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" will include:
  - A description of the scope and scale of the survey
  - Methodology of the project

- A complete historic context to include an overview of the history of the neighborhood's development, focusing on the period(s) when the inventoried resources were constructed. The context(s) will address the survey area specifically and include outlying areas to evaluate the broader context of the study area.
- Architectural analysis including property types and styles
- Recommendations for NRHP Nominations, local historic designations, and survey activities
- Bibliography

5.3 Scope of Services – Required Public Meetings

The consultant team will conduct a minimum of two public meetings, as described below. Public meeting notices are the responsibility of the City of Joplin.

- First public meeting will explain the objectives and anticipated process of the project, answer questions and solicit information from residents familiar with the project area.
- Second public meeting will provide a refresher of the project's objectives and process, as well as provide findings of the survey that include National Register eligibility recommendations.
- Meetings will take place at Joplin City Hall and may be held in conjunction with regular meetings of the Joplin Historic Preservation Commission.

5.4 Scope of Services - Timeline

The project will be completed no later than July 31, 2020. Following the completion of a signed contract, agreed upon by both the consultant team and City, a notice to proceed will be followed by the initial meeting between the consultant team and the SHPO.

The final timeline will be agreed upon by all parties. A suggested timeline for deliverables is provided below, based upon the assumption that the notice to proceed will be issued no later than November 4, 2019. This schedule will be adjusted per the recommendations of the City and SHPO.

Date (no later than)	Deliverable / Item
November 26, 2019	Contract signed / Notice to Proceed
November 27, 2019	Initial Meetings with SHPO and City
December 16, 2019	Submission of Draft Research Design
January 6, 2020	Submission of Final Research Design
January 13, 2020	First public meeting (on or near this date)
April 3, 2020	Submission of complete draft inventory form, digital color JPEGS, and a digital survey map
June 1, 2020	Submission of final inventory forms, maps, and photos
July 10, 2020	Submission of final survey report
July 31, 2020	Submission of final project report and fiscal data
August 3, 2020	Final public meeting (on or near this date)

5.5 Scope of Services – Proposed Costs to Complete Project

Proposed costs to complete the project are $23,000 – the cost breakdown is provided in the table below.

Cost Proposal - East Town (Original Joplin) Phase II Survey				
Category	**Billing Rate**	**Hours**	**Cost**	**Notes**
SHPO meeting	50	1	$50.00	Project initiation
Research Design	50	4	$200.00	
Field Evaluation	50	40	$2,000.00	Includes photography
Research	50	40	$2,000.00	City offices, archives, libraries
Public Meetings	50	20	$1,000.00	Includes travel time
Writing - Report	50	150	$7,500.00	Survey Report
Production	50	4	$200.00	Survey Report and Forms
Survey Forms	50	150	$7,500.00	
Revisions	50	16	$800.00	
Vehicle expenses			$750.00	Gasoline, mileage
Office Supplies			$200.00	Paper, printing supplies, etc.
Lodging/Meals			$800.00	
PROJECT TOTAL			**$23,000.00**	

Exhibit B

6.0 Sample Document

Writing samples for each member of the consultant team are provided below. Samples for each are as follows:

- Keenoy – Excerpt from North Central Columbia, MO Survey Report, Phase II (2019).
- Sheppard – Excerpt from Tower House National Register Nomination (2005), City of St. Louis, MO (entire nomination available at: https://dnr.mo.gov/shpo/nps-nr/05001034.pdf)
- Foley – Excerpt from Downtown Webb City Historic District Nomination (2014) (entire nomination available at: https://dnr.mo.gov/shpo/docs/DowntownWebbCityHistoricDistrict-14000427.pdf)

A sample survey report, completed in 2019 for the City of Columbia, Missouri, is provided under separate cover. Due to the extensive number of pages in this document, only one copy is provided with this submission.

6.1 Sample for Ruth Keenoy

The Phase II North Central Neighborhood survey area is situated immediately north of Columbia College and several blocks north of Columbia's primary downtown east/west corridor, Broadway. Earliest Sanborn maps of this area date to 1908, illustrating the study area's northwest corner (currently the site of Hickman High School, 1104 N. Providence Road), which supported a racetrack and fairgrounds. Sanborn maps also illustrate the study area's southwest corner, which supports the former Hamilton Brown Shoe Factory at 1123 Wilkes Boulevard. Though limited in scope, the 1908 maps indicate that housing did exist in the neighborhood by that time, likely prompted by the shoe factory's construction in 1906-1907. Development was further prompted by annexation of this area to the city's limits in 1906. By 1925, Sanborn maps illustrate a much larger component of the neighborhood and demonstrate that by the mid-1920s, most of the survey area had been developed residentially.

The 1910 federal census confirms the impact that the shoe factory had on the neighborhood's development. By that time, a large percentage of households within the survey area supported shoe factory workers. A snapshot of the 1000 block of N. 8th Street (addressed as the 800 block in 1910) indicates that most properties on the west side of the block supported individuals employed at the shoe factory. Furthermore, some property owners took in boarders who worked at the factory, which was the case for 805 Fairview Avenue. This single-family dwelling supported six boarders in 1910, all of whom worked at the shoe factory as did three family members.

Columbia's shoe factory at 1123 Wilkes Boulevard was the first constructed by Hamilton-Brown outside of the City of St. Louis. In 1906, St. Louis' shoe industry began to build factories in

small towns outside of the city to avoid taxes and labor unions. It was a boon for communities such as Columbia to land a shoe factory and as a result, extremely competitive. Communities attempted to outbid one another by offering factory owners incentives such as free land, free utilities, tax incentives and cash. Columbia's initial investment was $60,000 and in 1913, the city additionally offered to reimburse the factory for constructing its own sewer system. The city's Commercial Club spearheaded the deal with Hamilton-Brown and gained the factory by donating land and paying for all construction costs. In return, Hamilton-Brown agreed to remain in Columbia for a minimum of ten years.

The factory opened in July 1907 and within three years was manufacturing 2,000 pairs of shoes daily. In 1910, the factory employed 408 individuals – more than half were Columbia residents. The remaining workers moved to Columbia or commuted from other communities. This prompted a number of households in the neighborhood - such as that described previously on Fairview Avenue - to take in boarders. It is notable that factory employees formed their own baseball leagues (female workers organized a basketball team) and played/practiced games on the fairgrounds parcel later developed for Hickman High School, 1104 N. Providence Road. This is yet another demonstration of how integral the shoe factory was in spurring development and growth within the study area.

6.2 Sample for Susan Sheppard

The Shingle Style evolved from the Queen Anne style in New England in the early 1880s. With its irregular massing and complicated rooflines, it is quite similar to the Queen Anne style, but unlike its predecessor, the Shingle Style tends to be much simpler in design, with less variety of color and texture, and an emphasis on the horizontal. The monochromatic surfaces of the Shingle Style was a shift from the polychrome textures, and what some were beginning to view as a general fussiness, that characterized the Queen Anne style.

The most identifying feature of the Shingle Style is its shingled exterior wall surfaces, which serves to unify the exterior of the building through the use of surface texture. Shingles can be used in varying degrees of frequency. While some Shingle Style buildings are covered entirely in shingles, often the first floor of the house is stone, with the second floor and above decorated with shingles. The Tower House is brick, with shingles visible at the second floor and at the half story pediments. The relative simplicity of the Shingle Style made it popular with resort "cottages" in Newport and Maine in the 1880s. Vincent Scully calls Henry Hobson Richardson's Watts Sherman House in Newport, Rhode Island, designed in 1884, the first monument of the Shingle Style.6 Richardson and other New England architects were leaders in the development of the style.7 One of Richardson's last works in the style was the Potter House at 5814 Cabanne Avenue in St. Louis in 1886 (demolished). Other New England architects continued to work in the style well into the 1890s, most notably McKim, Mead and White. The style was used much less frequently in the Midwest, although L. Lyman Sislbee and John Wellborn Root were experimenting with the Shingle Style in Chicago in the 1880s.

Newcomb's use of the Shingle Style was unusual for St. Louis, and it shows the influence that other Boston architects such as Richardson were having on his work. Like much of Richardson's Shingle Style domestic architecture of the 1880s, Newcomb's Tower House features asymmetrical massing, which is at the same time ordered and contained. In addition, it has broad low-pitched gables with sweeping ridges, seen on McKim, Mead and White's William Low House (demolished)which was constructed in Bristol, Rhode Island in 1887, two years earlier than the Tower House.

St. Louis' restrictions on frame construction within the city limits following the fire of 1849 contributed to the very few examples of the Queen Anne or Shingle Style, which were characteristically, although certainly not always, constructed of frame. In addition, they are styles that never gained local popularity. Those Queen Anne and Shingle Style houses that were built are constructed of less frequently employed materials such as brick or stone, like the brick Tower House.

A small concentration of Shingle Style houses were built in the West Cabanne Place Historic District (NR 1980) in the late 1880s and 1890s, although a few of those have been lost, including the Theodore Link-designed Lippincott House at 5944 West Cabanne Place. The demolition of Richardson's Potter House was the most unfortunate loss of the Shingle Style in the city. The Tower House is most stylistically similar to the Lippincott House, which was two and a half stories, with brick construction at its lower level and shingles above. It also had a cross gabled roof, although its front porch was much more modest, with a simple gable roof with a pediment end. The Potter House, which had less ornament than the Lippincott or Tower House, was much more horizontal, with a high pitched hip roof and a long low porch. Its primary ornamentations came from its surface shingles, one octagonal turret, and an eyebrow dormer window at its roof. The loss of the Lippincott and the Potter Houses increases the rarity of the Shingle Style in St. Louis, and makes the preservation of the Tower House of added importance.

6.3 Sample for Terri L. Foley

The Downtown Webb City Historic District is eligible for listing in the National Register of Historic Places under Criterion C the area Architecture as an exceptional intact late 19th to mid-20th century commercial district in Webb City. This section of downtown Webb City, located from 34 S Main to Austin Street with the parallel streets, Webb, Tom and Liberty, as well as the side streets, Broadway, Church, Daugherty, Tom comprises a grouping of buildings that create a noteworthy and vital unit, reflecting popular local and national architectural styles. Within the district are several prominent buildings, as well as a few that have a more simplistic design but worthy and contribute to the district. The buildings within the Downtown Webb City Historic District illustrates late-19th to mid-20th century commercial architecture; as well as local and national trends of modernization and renovation of pre-existing buildings when new building materials merged in the building industry. While some buildings reflect the modernization and renovation which commonly occurred in historic downtowns over the years, many buildings endured and are relatively unaltered. The buildings within the district not only depict architectural elements and construction techniques common during the time, but also additionally express the significance of the commercial corridor role in the local community as a business, mixed-use neighborhood, and destination or local/regional residents and workforces.

Two-part commercial blocks (17) and one-story (16) buildings are dominant within the Downtown Webb City Historic District streetscape with, 4 two-story buildings, a multiple-front corner block, 2 corner block buildings as well as a small quantity (9) featuring stylistic overtones of Italianate or Italian Renaissance Revival, Romanesque, Classical Revival Streamline Moderne and Art Deco styles. Brick is the prevailing exterior wall cladding and a substantial number of commercial buildings utilize patterned masonry designs or detailing for architectural appeal. While several of the buildings are devoid of a visibly identifiable architectural style, elements like cornices, designed parapets, corbelled brickwork, brick or stone window headers or sills, stringcourses, and quoins intermix to produce architectural importance on the facades and elevations. Some of the buildings in the district retain their original cast iron storefronts and prefabricated metal cornices. The storefronts in the district generally have an entrance flanked by display windows and transoms. Entrances are flush with the storefront or recessed. Some of the bulkheads are wood panel while others are brick or feature Carrera glass. Several storefronts feature a cast iron header or other elements to delineate the lower levels from the upper levels. A few of the buildings feature prismatic glass transoms (111 W. Daugherty; 12 S. Main).

Originally, the Downtown Webb City Historic District was comprised of framed buildings and functioned as commercial establishments and as residential housing for business owners or other residents. Like so many towns, frame structures were less expensive, faster to construct, and wood building materials more accessible, which resulted in. In addition, frame construction did not require the skill of a brick mason or a stonemason. Brick construction slowly started to replace the frame structures starting in the late 1880s. The district's earliest extant building is the Middle West Hotel, a corner block, three-story building constructed 1883. Originally, the building fronted E. Broadway (historically E. Main) but was realigned and remodeled to front S. Main (historically S. Alan) in 1902 to accommodate the Electric Railway. The Middle West Hotel still anchors the S. Main and E. Broadway intersection. The corner block building type was designed to be an impressive building that has solid, compelling, shape, strong massing, with defined lines on the facade and the secondary street facing elevation. As with the majority of corner block buildings, the Middle West Hotel was not uniform in designed, to allow the facade to be larger, as well as exhibiting a different design.

During the early development of the district the Italianate and Italian Renaissance styles were utilized in the design of four buildings, all located at the intersection of N. Main and Daugherty streets. The second oldest building in the district, 201-207 N. Main (Hatten and Raymond Block ca. 1887) originally, interconnect but at a later unknown date, the buildings were separated to create two buildings. The 1925 Sanborn maps, depict the buildings were still connected. The 201 N. Main building exhibits an upper level metal facade with Italianate Renaissance characteristics, a popular style in commercial storefronts along with the Italianate style from the 1870s–1880s, but extended into the early 1900s. 55 The second level features double arched centered windows with transoms and is flanked by windows with transoms held in the same opening to give the appearance of tall windows. The upper level also features decorative cast iron pilasters and an ornate cornice line with brackets, which runs the length of this block building highlighting the 203-207 building as well. The first level features a cast iron storefront, stamped with "Carthage

& Co. with a chamfered entrance, cast iron column, and pilasters. The 203-207 building features a cast iron storefront with stained-glass transoms.

7.0 Signature Page Form

Attachment B

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION FORM

RFP # 29-17-151350-05

Company Keenoy Preservation

Address 5229 Oleatha Avenue · St. Louis, MO, 63139

Contact Person Ruth Keenoy

Telephone Number 314-637-6441

Email rdkeenoy@gmail.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public

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servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this 23rd day of September 2019.

BY:

Signature Date: 9-23-2019

Name (Printed): Ruth Keeney

Title: Owner, Keeney Preservation

Signature: Ruth Keeney

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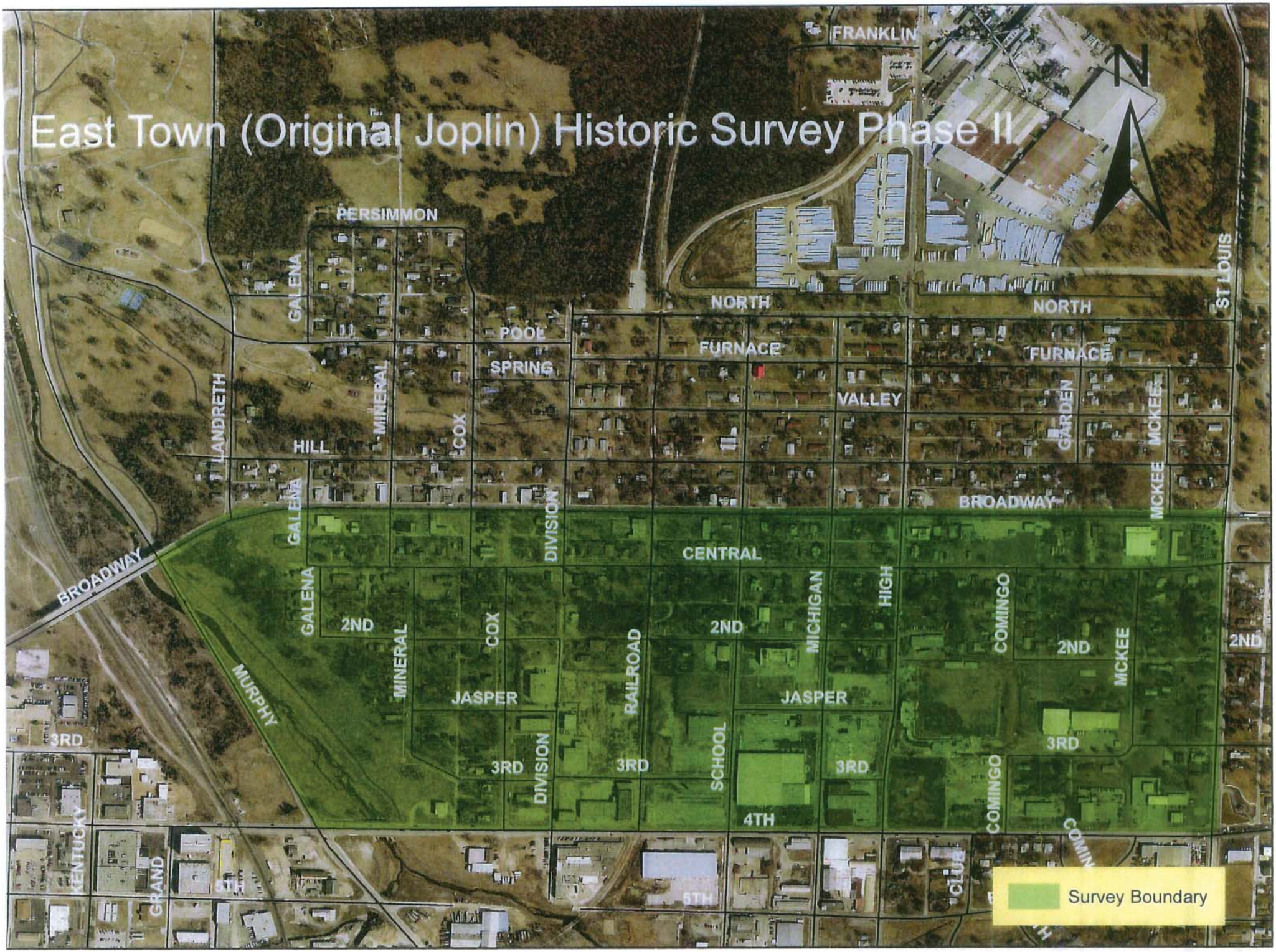
East Town (Original Joplin) Historic Survey Phase II
FRANKLIN
N
PERSIMMON
GALENA
NORTH
NORTH
ST LOUIS
POOL
SPRING
FURNACE
FURNACE
VALLEY
LANDRETH
MINERAL
COX
HILL
GARDEN
MCKEE
MCKEE
BROADWAY
BROADWAY
GALENA
DIVISION
CENTRAL
GALENA
2ND
2ND
2ND
2ND
MINERAL
COX
RAILROAD
MICHIGAN
HIGH
COMINGO
MCKEE
MURPHY
JASPER
JASPER
3RD
3RD
3RD
3RD
3RD
DIVISION
SCHOOL
4TH
COMINGO
KENTUCKY
GRAND
5TH
Survey Boundary

COUNCIL BILL NO. 2019-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Keenoy Preservation; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and Keenoy Preservation, are desirous of entering into an agreement whereby Keenoy Preservation will provide professional services to complete the East Town (Original Joplin) Historic Survey Phase II Project.

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 Keenoy Preservation is entered into for twenty-three thousand dollars ($23,000.00), 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, Director of Planning Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-008 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
November 4, 2019

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual support payment for technical activities for both General Government (Financials/CLOUD) and Public Safety (OSSI) for Fiscal Year 2019-20.

BACKGROUND
Superion has been the City's primary software provider for over nineteen years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion is the sole source for this software, there are no bids required. The amounts of $237,324.50 and $162,784.81 were budgeted and approved for FY2020 by Council during the budget process and finalized by Ordinance 2019-166 on October 21, 2019.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS
CB2018-615 Ordinance; Superion Invoice (OSSI), Superion ASP Amendment (Financials)

COUNCIL BILL NO. 2019-008 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and containing an emergency clause.

WHEREAS, Superion, LLC (formerly SUNGARD) has been the City's primary software provider for more than 19 years; and,

WHEREAS, in the FY2020 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 and reflected an appropriation in the total amount of Four Hundred Thousand, One Hundred, Nine Dollars, Thirty-One Cents ($400,109.31) for payment of support for technical activities.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No	Date	Page
254702	10/10/2019	1 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centralsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Attn Mark Morris
602 S. Main Street
JOPLIN MO 64801
United States

Ship To
City of Joplin
Attn Mark Morris
602 S. Main Street
JOPLIN MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	11/9/2019

	Description	Units	Rate	Extended
Contract No. Q-00006273				
1	NaviLine Special Assessments - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
2	NaviLine GMBA w/Extended Reporting - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
3	NaviLine Cash Receipts-Annual Access Fee-NSP - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
4	NaviLine Purchasing/Inventory-Annual Access Fee-NSP - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
5	NaviLine P-Card - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
6	NaviLine Planning & Engineering - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
7	NaviLine Payroll/Personnel-Annual Access Fee-NSP - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
8	NaviLine Loans Processing - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			
9	NaviLine Accounts Receivable-Annual Access Fee-NSP - Access Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2019, End: 10/31/2020			

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No	Date	Page
254702	10/10/2019	2 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centralsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Attn Mark Morris
602 S. Main Street
JOPLIN MO 64801
United States

Ship To
City of Joplin
Attn Mark Morris
602 S. Main Street
JOPLIN MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	11/9/2019

	Description	Units	Rate	Extended
10	NaviLine Fleet Management-Annual Access Fee-NSP - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
11	NaviLine Fixed Assets-Annual Access Fee-NSP - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
12	NaviLine Customer Information System - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
13	NaviLine Code Enforcement - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
14	NaviLine Click2Gov3 Applicants - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
15	NaviLine Click2Gov3 Customer Information System - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
16	NaviLine Click2Gov3 Core - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
17	NaviLine Cash Receipts Lock Box Interface - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
18	NaviLine Business Licenses - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
19	NaviLine Building Permits - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00

CENTRALSQUARE TECHNOLOGIES

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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centralsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Attn Mark Morris
602 S. Main Street
JOPLIN MO 64801
United States

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	11/9/2019

	Description	Units	Rate	Extended
20	NaviLine Automated Fuel System Interface - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
21	Applicant Tracking - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
22	Horizon Cloud for NaviLine Annual Access Fee - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$162,784.81	$162,784.81
23	Modifications - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	9	$0.00	$0.00
24	NaviLine Work Orders/Facility Management - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
25	NaviLine Land/Parcel Mgmt-Annual Access Fee-NSP - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
26	NaviLine Document Management Services - Access Fee Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00

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Please include invoice number(s) on your remittance advice, made payable to Superion, LLC

ACH / EFT:
Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@centralsquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$162,784.81
Tax	$0.00
Invoice Total	$162,784.81
Payments Applied	$0.00
Balance Due	**$162,784.81**

CENTRALSQUARE TECHNOLOGIES

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Invoice No	Date	Page
252359	9/25/2019	1 of 9

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5859LG	City of Joplin (OSSI)		USD	Net 30	10/25/2019

	Description	Units	Rate	Extended
Contract No. 80886				
1	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:11/1/2019, End: 10/31/2020	158	$30.37	$4,799.08
2	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting - 113 & 35 moblan Maintenance: Start:11/1/2019, End: 10/31/2020	148	$101.26	$14,987.16
3	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:11/1/2019, End: 10/31/2020	113	$30.37	$3,432.25
4	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:11/1/2019, End: 10/31/2020	113	$201.49	$22,768.69
5	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:11/1/2019, End: 10/31/2020	113	$40.51	$4,577.16
6	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:11/1/2019, End: 10/31/2020	113	$201.49	$22,768.69
7	ONESolution MFR Client-Racial Profiling - Annual Maintenance Fee OSSI - MFR Client - Racial Profiling Maintenance: Start:11/1/2019, End: 10/31/2020	50	$40.51	$2,025.29
8	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:11/1/2019, End: 10/31/2020	50	$101.26	$5,063.24
9	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:11/1/2019, End: 10/31/2020	35	$101.26	$3,544.26

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	Description	Units	Rate	Extended
10	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:11/1/2019, End: 10/31/2020	16	$68.34	$1,093.50
11	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2019, End: 10/31/2020	8	$455.66	$3,645.31
12	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:11/1/2019, End: 10/31/2020	7	$341.74	$2,392.19
13	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2019, End: 10/31/2020	5	$888.52	$4,442.58
14	ONESolution E911 Interface - Annual Maintenance Fee OSSI E911 Interface Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,253.03	$1,253.03
15	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,253.03	$1,253.03
16	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee OSSI Medical PROQA Interface Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,253.03	$1,253.03
17	ONESolution Map Converter Software - Annual Maintenance Fee OSSI Map Converter Software Maintenance: Start:11/1/2019, End: 10/31/2020	1	$797.39	$797.39

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	Description	Units	Rate	Extended
18	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee OSSI Base Computer Aided Dispatch System Tier-2 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$10,958.35	$10,958.35
19	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution CAD Map Display and Map Maintenance Software License Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,025.22	$1,025.22
20	ONESolution Alpha Numeric Paging - Annual Maintenance Fee OSSI Alpha Numeric Paging Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,253.03	$1,253.03
21	ONESolution Pagegate Interface - Annual Maintenance Fee OSSI Interface to Pagegate Maintenance: Start:11/1/2019, End: 10/31/2020	1	$227.82	$227.82
22	ONESolution Records Management System - Annual Maintenance Fee OSSI Client Base Records Management System -75 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$21,972.39	$21,972.39
23	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License -75 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$3,037.65	$3,037.65
24	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module - 75 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,316.31	$1,316.31
25	ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License - 75 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,721.34	$1,721.34
26	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:11/1/2019, End: 10/31/2020	1	$322.76	$322.76

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	Description	Units	Rate	Extended
27	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,012.55	$1,012.55
28	ONESolution Zetron 25 & 26 Station Toning Interface - Annual Maintenance Fee OSSI Station Toning Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,253.03	$1,253.03
29	ONESolution Calls For Service - Annual Maintenance Fee OSSI Calls for Service Module - 10 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$405.03	$405.03
30	ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module - 10 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,316.31	$1,316.31
31	ONESolution Racial Profiling - Annual Maintenance Fee OSSI Racial Profiling Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,012.55	$1,012.55
32	ONESolution RMS Training Module - Annual Maintenance Fee OSSI Training Module - 10 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$911.28	$911.28
33	ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Internet Data Sharing Maintenance: Start:11/1/2019, End: 10/31/2020	1	$0.00	$0.00
34	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI's Integrated Messaging Software Switch Maintenance: Start:11/1/2019, End: 10/31/2020	1	$4,556.48	$4,556.48
35	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,708.69	$1,708.69

CENTRALSQUARE TECHNOLOGIES

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	Description	Units	Rate	Extended
36	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:11/1/2019, End: 10/31/2020	1	$7,973.86	$7,973.86
37	ONESolution Jail Management System - Annual Maintenance Fee OSSI Client Jail Management System Module - 15 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$6,075.33	$6,075.33
38	ONESolution Incode Courts System Interface - Annual Maintenance Fee OSSI - Interface to InCode Courts System Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,518.84	$1,518.84
39	ONESolution Incode Courts System Interface - Annual Maintenance Fee OSSI Interface from Incode Courts to Pistol Maintenance: Start:11/1/2019, End: 10/31/2020	1	$2,025.10	$2,025.10
40	ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client - up to 150 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$9,568.63	$9,568.63
41	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting - up to 100 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$5,569.03	$5,569.03
42	ONESolution State Livescan Interface - Annual Maintenance Fee OSSI State Livescan Interface Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,721.34	$1,721.34
43	JMS-MS DISPLAY - Annual Maintenance Fee OSSI Client Mugshot Display Software License - 100 Maintenance: Start:11/1/2019, End: 10/31/2020	1	$6,075.33	$6,075.33
44	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee OSSI Mugshot Capture Station Software Only Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,113.82	$1,113.82

CENTRALSQUARE TECHNOLOGIES

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	Description	Units	Rate	Extended
45	ONESolution Mugshot Capture Station Software-Add'l - Annual Maintenance Fee OSSI Subsequent Mugshot Capture Station Software Only Maintenance: Start:11/1/2019, End: 10/31/2020	1	$708.80	$708.80
46	ONESolution JMS VINE Interface - Annual Maintenance Fee OSSI JMS Vine Interface Maintenance: Start:11/1/2019, End: 10/31/2020	1	$303.75	$303.75
47	ONESolution CAD OpCenter - Annual Maintenance Fee OSSI - OPS CAD Maintenance: Start:11/1/2019, End: 10/31/2020	1	$3,543.93	$3,543.93
48	ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS Maintenance: Start:11/1/2019, End: 10/31/2020	1	$3,543.93	$3,543.93
Contract No. 91380				
49	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:11/1/2019, End: 10/31/2020	6	$68.34	$410.07
50	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2019, End: 10/31/2020	6	$455.66	$2,733.98
51	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2019, End: 10/31/2020	6	$888.52	$5,331.09
52	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:11/1/2019, End: 10/31/2020	6	$341.74	$2,050.45
Contract No. 25892				

CENTRALSQUARE TECHNOLOGIES

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252359	9/25/2019	7 of 9

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	Description	Units	Rate	Extended
53	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:11/1/2019, End: 10/31/2020	5	$141.12	$705.60
Contract No. 140092				
54	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:11/1/2019, End: 10/31/2020	2	$65.06	$130.12
55	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2019, End: 10/31/2020	2	$433.70	$867.41
56	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2019, End: 10/31/2020	2	$845.72	$1,691.43
57	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:11/1/2019, End: 10/31/2020	2	$433.70	$867.41
Contract No. 29089				
58	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,092.00	$1,092.00
59	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI Client License for Message Switch Maintenance: Start:11/1/2019, End: 10/31/2020	1	$33.60	$33.60
60	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2019, End: 10/31/2020	1	$252.00	$252.00

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	Description	Units	Rate	Extended
Contract No. 150122				
61	ONESolution Quartermaster - Annual Maintenance Fee OSSI - QuarterMaster Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$524.00	$524.00
Contract No. Q-00001187				
62	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee ONESolution MCT Client-Digital Dispatch Maintenance: Start:11/1/2019, End: 10/31/2020	1	$672.00	$672.00
Contract No. 90865				
63	ONESolution Intelligence - Annual Maintenance Fee OSSI - Intelligence Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,518.84	$1,518.84
64	ONESolution Link Analysis - Annual Maintenance Fee OSSI - Link Analysis Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$2,531.39	$2,531.39
65	ONESolution Animal Control - Annual Maintenance Fee OSSI Animal Control Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,518.84	$1,518.84
66	ONESolution Gang - Annual Maintenance Fee Gang Profile Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,518.84	$1,518.84
67	ONESolution Notification - Annual Maintenance Fee OSSI Notification Module Maintenance: Start:11/1/2019, End: 10/31/2020	1	$3,847.69	$3,847.69
Contract No. 130701				
68	ONESolution CAD to ONESolution CAD Base Interface - Annual Maintenance Fee OSSI CAD to CAD Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,349.31	$1,349.31

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	Description	Units	Rate	Extended
69	ONESolution Switch to Switch - Annual Maintenance Fee OSSI - MCT Switch to Switch Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,349.31	$1,349.31
Contract No. 91058				
70	ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee OSSI Multi Jurisdictional Dispatch Option Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,366.94	$1,366.94
71	ONESolution Multi-Jurisdictional JMS Option - Annual Maintenance Fee OSSI Multi-Jurisdictional JMS Option Maintenance: Start:11/1/2019, End: 10/31/2020	1	$1,113.82	$1,113.82

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC
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Subtotal	$237,324.50
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CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2019 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2019 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2019 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Tammy Walker	Oversight and Reporting	N/A
Shonna Greninger	Housing Resource Coordinator	

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2019 and end on the 31st day of December of 2020.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-19-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($25,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Twenty Five Thousand Dollars and no cents $ 25,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by 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 Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and

local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD 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). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

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. 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.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or

have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and

24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2019

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ John Joines _____ and I am the __Chief Executive Officer____ of ___Economic Security Corporation). 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
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2019-405 – Approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
November 4, 2019

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager-Dan Pekarek.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2019 Community Development Block Grant funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) from Community Development Block Grant B19MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2019 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
CB 2019-405, Coordinated Entry Agreement

COUNCIL BILL NO. 2019-405 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2019 CDBG public service grant funds in the amount of $25,000.00; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

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 Economic Security Corporation is entered into that describes the expenditure of 2019 CDBG public service funds in the amount of $25,000.00, 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 of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2019 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2019 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2019 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2019 and end on the 30th day of June of 2020.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-19-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by 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 Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to

displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the

basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD 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). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that

provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

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. 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.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2019

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-406 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
November 4, 2019

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

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2019 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B19MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2019 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2019-406, 2019 Public Service Agreement

COUNCIL BILL NO. 2019-406 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2019 CDBG public service grant funds in the amount of $17,000.00; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

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 Homeless Coalition is entered into that describes the expenditure of 2019 CDBG public service funds in the amount of $17,000.00, 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 of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney