COUNCIL AGENDA
December 7, 2015
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Presentation By Connect2Culture/Memorial Hall Site Given By Clifford Wert

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2015-277
      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-2 property as described below and located at 103-105 North Wall Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-277 .PDF, COUNCIL BILL 2015-277.PDF, SUPPLEMENTAL CB 2015-277.PDF

   3. COUNCIL BILL NO. 2015-278
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8101 East 32nd Street in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-278 .PDF, COUNCIL BILL 2015-278.PDF, SUPPLEMENTAL CB 2015-278.PDF

8. **Consent Agenda**

   1. Minutes Of The November 16, 2015 Council Meeting

      Documents: NOV 16 2015.PDF

9. **Resolutions**

   1. RESOLUTION 2015-024
      A RESOLUTION authorizing the filing of a Seventh Amendment to the Initial Action
      Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG- DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

      Documents: 2015-024 SUMMARY.PDF, AMEND7_ACTIONPLAN_120715_RV.PDF, RS 2015-024.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO 2015-165
AN ORDINANCE approving a work authorization for JET Associates not to exceed One Million Three Hundred Sixty Seven Thousand One Hundred Thirteen Dollars ($1,367,113.00) for engineering services for 12 projects in the recovery area and containing an emergency clause.

   Documents: SUMMARY-WORKAUTH_JET DR-2 PAP3-1.PDF, CB 2015-165 JET 12 PROJECTS.PDF, STORM_ZONES.PDF, JOPLIN CDBG ENGR WORK AUTHORIZATION JET DR-2 PAP3-1 11-06-2015(ADD PROJECT 1 PROJECTS).PDF

2. COUNCIL BILL NO 2015-166
AN ORDINANCE approving an amendment to an existing work authorization for JET Associates adding not to exceed Sixty Five Thousand and no/Dollars ($65,000.00) for engineering services for sidewalk, curb & gutter and storm water projects and containing an emergency clause.

   Documents: SUMMARY-AMENDMENT-TO_JET-DR2-AP1-1.PDF, CB 2015-166-JET.PDF, AMENDMENT 2 TO WORK AUTHORIZATION JET DR2AP1-1 (ADD STORMWATER) 11-25-15.PDF, AMENDMENT 2 TO WORK AUTHORIZATION JET DR2AP 1-1 EXHIBIT A 11-25-15.PDF, PROJECT_AREAS_BLUE_ORANGE_RED_JET.PDF

3. COUNCIL BILL 2015-375
AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2520 E. Quincy St. in the City of Joplin, Missouri, for the amount of Three Thousand Nine Hundred Twenty and 00/100 Dollar (3,920.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents: 2015-375 BID TAB.PDF, 2015-375 PICTURE.PDF, 2015-375 SUMMARY SHEET.PDF, CB 2015-375.PDF

4. COUNCIL BILL 2015-376
AN ORDINANCE approving by and between the City of Joplin and the Joplin Engineering Team a Construction Management Work Authorization. The not to exceed amount of Seventy-Nine Thousand and Eight Hundred and Fifty-Three Dollars ($79,853.00) for construction management services for the Public Park Project (Mercy) and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement; and containing an emergency clause.

   Documents: 2015-376 SUMMARY.PDF, CB 2015-376.PDF, JOPLIN CDBG ENGR WORK AUTHORIZATION 11-24-2015 PUBLIC PARK CONST MGMT.PDF, PUBLIC PARK CONSTRUCTION ADMINISTRATION_STANDARD_FEE_SCHEDULE -11-25-15.PDF

5. COUNCIL BILL 2015-407
AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 4 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide implementation and administrative activities, not to exceed One Million, Six Hundred Fifty Thousand Dollars ($1,650,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

   Documents: 2015-407 SUMMARY.PDF, CB 2015-407.PDF, WORK AUTHORIZATION 4.PDF

6. COUNCIL BILL 2015-408
AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Joplin Area Chamber of Commerce Foundation in the amount of Three Million Nine Hundred Thousand dollars ($3,900,000.00) to provide funding for the purchase and renovation of an existing facility into a technical training, innovation and economic development support center, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Documents: CB 2015-408 SUMMARY.PDF, CB 2015-408.PDF, SUB-RECIPIENT AGREEMENT.PDF

7. COUNCIL BILL 2015-409
AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Industrial Development Authority of the City of Joplin in the amount of One Million Seven Hundred Forty One Thousand dollars ($1,741,000.00) to provide funding for the extension of 23rd street and the construction of a gravity sewer that serves the street to provide improved access to local businesses located within the Crossroads Industrial Park, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Documents: CB 2015-409 SUB RECEIPIENT AGREEMENT.PDF, CB 2015-409 SUMMARY.PDF, CB 2015-409.PDF

8. COUNCIL BILL NO. 2015-541
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and S & C Development, LLC, a Missouri limited liability company, for the sale of approximately 3,350 square feet of land at 7th and Wall Streets; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents: CB 2015-541 SUMMARY SHEET LAND SALE 7TH WALL.PDF, CB 2015-541 LAND SALE ORDINANCE 7TH WALL.PDF, CB 2015-541 7TH AND WALL STREET REAL ESTATE CONTRACT.PDF, CB 2015-541 7TH AND WALL LOT QUIT CLAIM DEED.PDF

9. COUNCIL BILL NO. 2015-542
AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012, May 1, 2013 and January 21, 2014, providing for certain changes to bring the Plan into conformity with current provisions of applicable law; and containing an emergency clause.

Documents: CB 2015-542 SUMMARY PENSION PLAN AMENDMENT ORDINANCE.PDF, CB2015-542-ORDINANCE.PDF

10. COUNCIL BILL NO. 2015-629
AN ORDINANCE authorizing the City of Joplin to purchase one (1) Aerial Ladder Platform Fire Apparatus from Pierce Manufacturing for the amount of One Million Fifty One Thousand, Two Hundred Sixteen Dollars and No Cents ($1,051,216.00); authorizing the City Manager to execute a Purchase Order by an on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

Documents: FIRE DEPT-PIERCE MFG_PURCHASE OF AERIAL LADDER PLATFORM_CB2015-629.PDF, PIERCE JOPLIN SPECIFICATION VIA EMAIL 12-2-2015.PDF, SUMMARY CB2015-629_FIRE DEPT_PIERCE.PDF

11. **Ordinances - First Reading**

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

    1. COUNCIL BILL NO. 2015-531
       AN ORDINANCE repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

       Documents: CB 2015-531 SUMMARY SHEET CHAPTER 58 FIRE FEES.PDF, CB 2015-531 ORDINANCE CHAPTER 58 FIRE FEES.PDF

    2. COUNCIL BILL NO. 2015-540
       AN ORDINANCE repealing Article IV, Permits and Fees, and Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Article IV, Permits and Fees, and Section 26-593, Fee, of Article IV, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

       Documents: CB 2015-540 SUMMARY SHEET CHAPTER 26 BUILDING FEES.PDF, CB 2015-540 ORDINANCE CHAPTER 26 BUILDING FEES.PDF

13. **Unfinished Business**

14. **New Business**

    1. COUNCIL BILL NO. 2015-279
       AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri.

       Documents: SUMMARY SHEET CB 2015-279 .PDF, COUNCIL BILL 2015-279.PDF, SUPPLEMENTAL CB 2015-279.PDF

    2. APPOINTMENTS TO BOARDS AND COMMISSIONS

    3. NEWS FROM THE PIO

    4. CLOSED SESSION

       Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: COUNCIL BILL NO. 2015-277
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 11/09/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 040-15: 103-105 North Wall Avenue – A request to rezone from C-1 (Non-Retail Commercial) to C-2 (Central Business District) – Gus Enterprises.

STAFF SUMMARY:
Currently, the property owner can build multi-family residential units in this zoning designation. However, a C-2 zoning designation would give more buildable lot space because of the differing setback requirements. This would not require any building setbacks except on the north side of the property where it abuts a residential zoning district. In this case, a ten foot setback would be required.

A C-2 zoning designation for this property would also more closely mirror our growing downtown district in development style. A C-2 zoning district already exists directly south of this lot across First Street and one block east on Joplin Avenue.

Staff recommends approval of Case 040-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bob Higginbotham, owner of Gus Enterprises, stated the property at 103-105 North Wall Avenue is currently zoned C-1. He would like to rezone the property to District C-2 since the parking restrictions in District C-1 make it not practical to include all the parking spaces he wants since he plans to construct 12 living units there. Because of the infrastructure costs involved, it is not economically viable to construct fewer than 12 units. The property to the south is already zoned C-2, with the residences to the north being zoned R-3. The change in zoning would facilitate the project.

Mr. Duncan asked Mr. Higginbotham if the zoning remained R-1, how many parking spaces would be required for 12 units. He replied he can only have five living units with C-1 zoning since parking must be provided on the property. The C-2 zoning eases the setback restrictions so he can fit what he needs to do on the property to address any drainage issues and to provide ample parking for the tenants.

Mr. Bolander stated Mr. Higginbotham will continue to have parking on the property, but the setbacks will be changed. District C-2, the downtown district, provides for zero setback lines and will allow him to place parking on the property to accommodate those units. It is not a situation where Mr. Higginbotham will not have any parking at all.

Mr. Duncan understood an apartment complex existed there years ago with on-street parking and no problems. He asked if all the parking will be on-street parking. Mr. Higginbotham stated there should be no parking on the street. He will provide ample off-street parking.

Mr. Ramsour asked Mr. Higginbotham about his plans for the stone fence or wall. He would like the development to look like the downtown business district and will incorporate that particularly into the building on the south side to retain some history and make the property look commercial.

PUBLIC COMMENT:
None.

P & Z Case 040-15
Gus Enterprises
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-277 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 C-1 and including in District C-2 property as described below and located at 103-105 North Wall Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-1 and including same in District C-2:

ALL OF LOTS NUMBERED 99 AND 100 IN THE ORIGINAL TOWN OF MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 9, 2015
City Council Meeting: December 7, 2015

STAFF PLANNING REPORT
Rezoning

CASE 040-15: A request to rezone from C-1 (Neighborhood Commercial District) to C-2 (Central Business District).

LOCATION: 103 and 105 N Wall Avenue

APPLICANT: Gus Enterprises, LLC.

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-1 (Neighborhood Commercial District)	Undeveloped	11,500 ft²

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-3	C-1	C-2	C-1
Land Use	Residential	Undeveloped	Greyhound	Residential

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as future commercial development.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
1st Street	Secondary	60'
Wall Ave	Secondary	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Multi-family residential development is permitted by right in this zoning. Designating this property as C-2, Central Business District, would allow smaller building and parking lot setbacks which would more closely match adjacent downtown development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

Currently, the property owner can build multi-family residential units in this zoning designation. However, a C-2 zoning designation would give more buildable lot space because of the differing setback requirements. This would not require any building setbacks except on the north side of the property where it abuts a residential zoning district. In this case, a ten foot setback would be required.

A C-2 zoning designation for this property would also more closely mirror our growing downtown district in development style. A C-2 zoning district already exists directly south of this lot across First Street and one block east on Joplin Avenue.

Staff recommends approval of Case 040-15.

ENCLOSURES:

Map.

REQUEST C2

REZONING APPLICATION FORM

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

For Office Use Only
Case No.:
Filing Fee: $350.00
Date Advertised:
Date Notices Sent:
P&Z Date:
City Council Date:

APPLICANT: GUS ENTERPRISES LLC PHONE: 417 206 7792
ADDRESS: 839 W 4th ST. ZIP: 64801
EMAIL: BOB @ BOBHIGGINBOTHAM.COM
OWNER: GUS ENTERPRISES LLC PHONE: 417 825 2005
ADDRESS: 839 W. 4TH, JOPLIN, MO ZIP: 64834
EMAIL: BOB @ BOBHIGGINBOTHAM.COM
LOCATION OF PROPERTY: 103 N. WALL AVE – 105 N WALL AVE
LEGAL DESCRIPTION: ALL OF LOT NUMBERED NINETY-NINE (99) IN ORIGINAL TOWN OF MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Present Zoning C-1 Requested Zoning: C2 Acreage: .138
Present Use of Property: VACANT LOT
Proposed Use of Property: C2 MULTI-FAMILY AND PARKING LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	MULTI FAMILY/SINGLE RES.	R-3
South	PARKING/COMMERCIAL BLDG	C2
East	PARKING LOT	C1
West	PARKING LOT / COMMERCIAL	C-1

CHARACTER OF THE NEIGHBORHOOD: TO THE NORTH IS MIXTURE OF RENTALS, SINGLE/MULTI FAMILY ALL ZONED R3, THE REMAINING AREA CONSISTS OF COMMERCIAL BLDGS. AND PARKING LOTS.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   THIS WILL BRIDGE BETWEEN COMMERCIAL BUILDINGS AND MIXED USE R-3 STRUCTURES.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: ZONING IS REQUIRED TO BUILD A MULTI-FAMILY BUILDING

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES, THIS IS CONSISTENT W/ HIGH DENSITY DVLPMNT, DOWNTOWN DISTRICT
2. Consistent with Future Land Use Map? N/A / YES

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: FIRST ST., WALL AVE., EAST ALLEY OF WALL AVE.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO, OFF-STREET PARKING WILL FACILITATE TRAFFIC FLOW.

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? YES
3. Drainage Easements? NO
   Utility Easements:
   Electricity? NO
   Gas? NO
   Sewers? NO
   Water? NO
5. Additional Comments: THERE WAS PREVIOUSLY AN APARTMENT BUILDING AT THIS LOCATION. IT DID NOT HAVE OFF-STREET PARKING. THIS WILL HAVE OFF-STREET PARKING AS REQUIRED.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
THIS PROPERTY LAYS BETWEEN COMMERCIAL BUILDINGS AND COMMERCIAL PARKING LOTS AND MIXED USE MULTI-FAMILY AND SINGLE-FAMILY RESIDENCES THAT ARE ALL ZONED R-3.

SIGNATURE: [signature] DATE: 10-15-15

BY: Bob Higginbotham

TITLE: MANAGING MEMBER - GUS ENTERPRISES LLC.

All of lot numbered Ninety-Nine (99) in Original Town of Murphysburgh, now a part of the City of Joplin, Jasper County, Missouri.

(Otherwise known as 103 N. Wall Ave.)

GUS Enterprises LLC

There is a demand for transitional housing as well as affordable housing. My intention is to make this part of the City of Joplin's Crime Free Multi-Family Housing. This will provide a safe and peaceful environment for area residents.

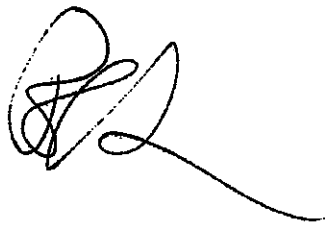
The existing two lots are vacant lots. One previously was occupied by an apartment building. That apartment building did not have off-street parking, yet it did not create an undue traffic flow problem in this area.

The proposed zoning change will allow an apartment building to again re-occupy this area. This will have the required, off-street parking. The off-street parking will facilitate ingress/egress without causing undue traffic flow issues within the neighborhood.

This proposed change will create a buffer and transition between commercial buildings and commercial parking lots that are to the south and east and the mixed use multi-family and single family residences to the north. The mixed use and single family homes are all on property that is currently zoned R-3.

Sincerely,

Bob Higginbotham





Case 040-15: 103-105 N Wall Ave – A request to rezone from C-1 (Non-Retail Commercial) to C-2 (Central Business District) – Gus Enterprises.

N

Case 040-15: 103-105 North Wall Avenue – A request to rezone from C-1 (Non-Retail Commercial) to C-2 (Central Business District) – Gus Enterprises.

Mr. Eastman opened the public hearing for Case 040-15.

Mr. Bob Higginbotham, owner of Gus Enterprises, stated the property at 103-105 North Wall Avenue is currently zoned C-1. He would like to rezone the property to District C-2 since the parking restrictions in District C-1 make it not practical to include all the parking spaces he wants since he plans to construct 12 living units there. Because of the infrastructure costs involved, it is not economically viable to construct fewer than 12 units. The property to the south is already zoned C-2, with the residences to the north being zoned R-3. The change in zoning would facilitate the project.

Mr. Duncan asked Mr. Higginbotham if the zoning remained R-1, how many parking spaces would be required for 12 units. He replied he can only have five living units with C-1 zoning since parking must be provided on the property. The C-2 zoning eases the setback restrictions so he can fit what he needs to do on the property to address any drainage issues and to provide ample parking for the tenants.

Mr. Bolander stated Mr. Higginbotham will continue to have parking on the property, but the setbacks will be changed. District C-2, the downtown district, provides for zero setback lines and will allow him to place parking on the property to accommodate those units. It is not a situation where Mr. Higginbotham will not have any parking at all.

Mr. Duncan understood an apartment complex existed there years ago with on-street parking and no problems. He asked if all the parking will be on-street parking. Mr. Higginbotham stated there should be no parking on the street. He will provide ample off-street parking.

Mr. Ramsour asked Mr. Higginbotham about his plans for the stone fence or wall. He would like the development to look like the downtown business district and will incorporate that particularly into the building on the south side to retain some history and make the property look commercial.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 040-15.

MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 040-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: COUNCIL BILL NO. 2015-278
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 11/09/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 042-15: 8101 East 32nd Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Heartland Pet Foods.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 33.5 acres of land at 8101 East 32nd Street. This is part of the Crossroads Industrial Park and is currently being used by Heartland Pet Foods (Blue Buffalo).

Staff recommends approval of Case 042-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rob O'Brian appeared representing the Joplin Industrial Development Authority (JIDA), owner of Crossroads Business Park located between Interstate 44 and 32nd Street along Prigmore Avenue or County Road 190. Heartland Pet Foods occupy 30 acres at the northeast corner of Prigmore and 32nd Street. That parcel is already sold with construction underway prior to the JIDA appearing before this commission several months ago to annex the east side of the Crossroads Park into the City of Joplin. Heartland Pet Foods understood they would come into the City of Joplin when the east side was annexed.

Mr. Ramsour asked what infrastructure expenditures the City of Joplin would incur if the property is annexed. Mr. O'Brian replied the expenditures are already made with the extension of the sewer line which basically comes into the property on the west side.

PUBLIC COMMENT: None.

P & Z Case 042-15
Heartland Pet Foods
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-278 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8101 East 32nd Street in Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

A TRACT OF LAND IN THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH ½ (S ½) OF THE SOUTHWEST QUARTER (SW ¼); THENCE SOUTH 01°38'53" WEST ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 380.00 FEET; THENCE SOUTH 88°50'15" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH ½ OF THE SOUTHWEST QUARTER, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°50'15" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH ½ OF THE SOUTHWEST QUARTER A DISTANCE

OF 1675.00 FEET; THENCE SOUTH 01°38’53” WEST AND PARALLEL WITH THE WEST LINE OF SECTION 14, A DISTANCE OF 884.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY FF (32ND STREET); THENCE NORTH 88°49’57” WEST ALONG SAID RIGHT-OF-WAY, 1499.65 FEET; THENCE NORTH 53°53’48” WEST ALONG SAID RIGHT-OF-WAY, 212.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 190 (PRIGMORE AVENUE); THENCE NORTH 01°38’53” EAST ALONG SAID RIGHT-OF-WAY, 762.68 FEET TO THE POINT OF BEGINNING,

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of February, 2016.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 9, 2015
City Council Meeting: December 7, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 042-15 A request to voluntarily annex approximately 3.89 acres at 8125 E 26th Street.

LOCATION 8101 E 32nd St

APPLICANT Heartland Pet Foods

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	NEI Industrial Services	Approximately 33.5 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 33.5 acres of land at 8101 East 32nd Street. This is part of the Crossroads Industrial Park and is currently being used by Heartland Pet Foods (Blue Buffalo).

Staff recommends approval of Case 042-15.

ENCLOSURES

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Signed

Peter J. McLaughlin, VP of Operations, Blue Buffalo
Printed

STATE OF ~~MISSOURI~~ Connecticut)
) ss:
COUNTY OF ~~JASPER~~ Fairfield)

On this 4th day of August, 2015 before me appeared Peter McLaughlin, to me known to be the Vice President of Operations

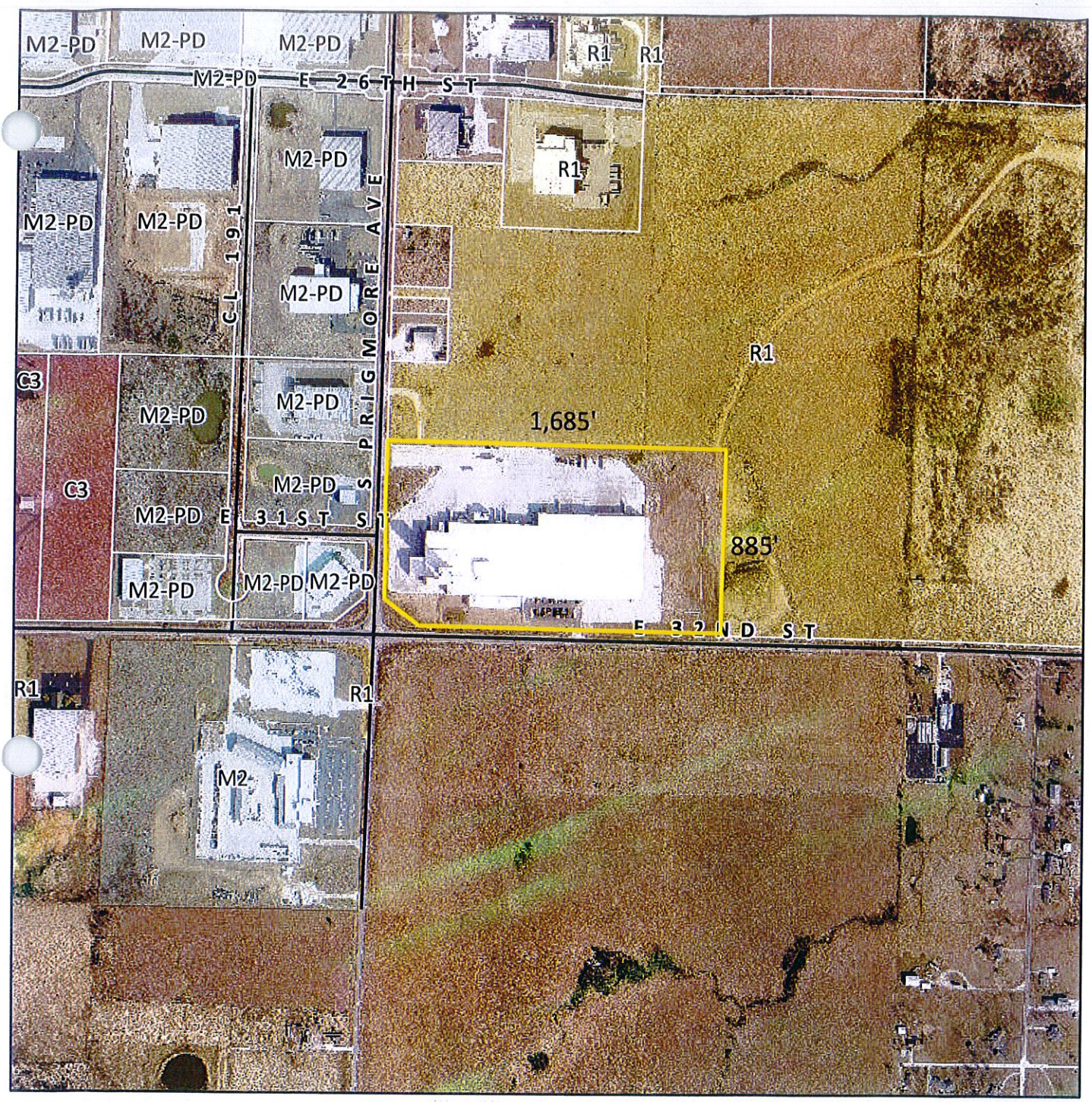
and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said - he acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: September 30, 2016

Notary Public

KIMBERLY L HILL
Notary Public
Connecticut
My Commission Expires Sep 30, 2016



Case 042-15: 8101 E 32nd St – A request for the voluntary annexation into the corporate limits of the City of Joplin – Heartland Pet Foods.

N

Case 042-15: 8101 East 32nd Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Heartland Pet Foods.

Mr. Eastman opened the public hearing for Case 042-15.

Mr. Rob O'Brian appeared representing the Joplin Industrial Development Authority (JIDA), owner of Crossroads Business Park located between Interstate 44 and 32nd Street along Prigmore Avenue or County Road 190. Heartland Pet Foods occupy 30 acres at the northeast corner of Prigmore and 32nd Street. That parcel is already sold with construction underway prior to the JIDA appearing before this commission several months ago to annex the east side of the Crossroads Park into the City of Joplin. Heartland Pet Foods understood they would come into the City of Joplin when the east side was annexed.

Mr. Ramsour asked what infrastructure expenditures the City of Joplin would incur if the property is annexed. Mr. O'Brian replied the expenditures are already made with the extension of the sewer line which basically comes into the property on the west side.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 042-15.

MR. DERMOTT MOVED, SECONDED BY MR. BROWN, THAT CASE 042-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES November 16, 2015

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Council Member Glaze.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Miranda Lewis; Dan McCreary, Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and Assistant City Attorney Jordan Paul. Motion by Mr. Scearce, Second by Ms. Colbert-Kean, to excuse Mr. Morris Glaze, 8-0.

PRESENTATIONS
Recognition of outgoing members of Boards/Commissions/Committees. A reception with City Council will follow meeting. Outgoing members that had completed their terms on boards and commissions were recognized for their service with a plaque, box of Candy and a lapel pin of the key to the city. A reception was held immediately following the city council meeting.
Those board members that had completed their terms were Corliss Berry & Edith Triplett: Housing Authority 2006-2015; Michael Livingston: JIDA 2003-2015; Jim Schoeberl: Solid Waste:2009-2015; Mark Lynch: CVAB; 2010-2015;Nathanael Fair: Traffic Commission 2009-2015; Mike Shade: City Tree Board 2009-2015; Scott Pennington: ADA 2009-current; Paula Callihan: CVAB 2010-2015; Vance Lewis: CVAB2009-2015; Paul Petry: Health Board 2008-current; Charles Buchanan: Capital Improvement 2009-current.

Mayor to proclaim November as General Aviation Appreciation Month – Mayor Seibert presented Mizzou Aviation's President Wayne Adolphsen with a Proclamation recognizing November as General Aviation Appreciation Month.

Brad Hodson, MSSU, will give an economic impact of the university on the community. Dr. Brad Hodson, MSSU, provided an economic impact of the university on the community. Dr. Alan Marble, MSSU President accompanied Brad and thanked Mayor Seibert and City Manager Sam Anselm for attending the Governor's Board Meeting.

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

REPORTS AND COMMUNICATIONS

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

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

CITIZEN REQUESTS AND PETITIONS

City Clerk Barbara Hogelin announced that a request had come to her office this afternoon from Crystal Harrington, 127 Woodmont, to address Council regarding the building code changes. Motion by Mr. Scearce, Second by Mr. Stanley, to allow Mrs. Harrington to address Council. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze.

Mrs. Harrington addressed council with a prepared statement regarding the chapter 26 of Article IV Section 26-91 of the Code of Ordinances of the city of Joplin. Mrs. Harrington represents the Home Builders Assoc. of SW MO and has met city building officials discussing the planned increases.

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Shaw, Second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze.

Minutes of the November 2, 2015 Council Meeting

COUNCIL BILL NO. 2015-276 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2015-180**

COUNCIL BILL NO.2015-459-AN ORDINANCE approving an Agreement for Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc. and the City of Joplin, Missouri, for the amount of up to Thirty-Seven Thousand, Two Hundred Fifty Dollars and no Cents ($37,250.00), for design and other architectural services associated with the Health Department Garage/Storage facility, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015. **Ordinance No. 2015-181**

COUNCIL BILL NO. 2015-461 - AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2015-182**

COUNCIL BILL NO. 2015-462 - AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144. **Ordinance No. 2015-183**

COUNCIL BILL NO. 2015-530 - AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-184**

COUNCIL BILL NO. 2015-532 -AN ORDINANCE repealing Section 106-62, Inspection Fees, of Article III, Improvement Permits, and Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits and Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-185**

COUNCIL BILL NO. 2015-533 - AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-186**

COUNCIL BI LL NO. 2015-534 - AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-187**

COUNCIL BILL NO. 2015-536 - AN ORDINANCE repealing Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-188**

COUNCIL BILL NO. 2015-537 - AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-189**

COUNCIL BILL NO. 2015-538 - AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-190**

COUNCIL BILL NO. 2015-539 -AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2015-191**

RESOLUTIONS

M. Shaw introduced Resolution No. 2015-023 - A Resolution authorizing the Finance Director and the Public Works Director to implement on-street and off-street parking policy changes in the downtown area. Motion by Mr. Shaw Second by Mrs. Lewis to Approve Resolution No. 2015-023. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 1, Scearce. Absent: 1, Glaze. The Resolution was read as being **Resolution No. 2015-023**

ORDINANCES - EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2015-161-an ordinance authorizing the execution of an Agreement by and between the City of Joplin and McClanahan Construction Company, to provide construction services for installing Sludge Pumps for the Shoal Creek Wastewater Treatment Plant, not to exceed One Hundred Thirty Thousand, and No/100 Dollars ($130,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.
Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-161 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-192**

Mr. Stanley introduced COUNCIL BILL NO. 2015-162 - an ordinance approving an agreement for Bartlett & West Inc. in the not to exceed the amount of Seven Hundred Ninety Eight Thousand and Nineteen Dollars ($798,019.00) for Engineering Services Associated with the Zora Street Widening from Range Line Rd to State Highway 249 Project and containing an emergency clause. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-162 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-193**

Mr. Stanley introduced COUNCIL BILL NO. 2015-163 - an ordinance approving the City to enter into an amended agreement with Allgeier Martin & Associates, Inc. in the amount not to exceed Twenty Three Thousand and No/100 Dollars ($23,000) for the B St. & Porter, C St. & Porter, and B St. & Harlem storm water improvements and authorizing the City Public Works Director to execute said Agreement; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2015-163 be approved on an emergency basis. Voting in favor were Council

Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-194**

Mr. Shaw introduced COUNCIL BILL NO. 2015-164 - an ordinance approving the contract with Rosetta Construction L.L.C. in the amount of One Million Three Hundred Seventy One Thousand Nine Hundred Ninety One and 50/100 Dollars ($1,371,991.50) for the Shoal Creek Public Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mr. Shaw, Second by Mrs. Lewis that Council Bill No. 2015-164 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-195**

Mrs. Lewis introduced COUNCIL BILL NO. 2015-374 - an ordinance authorization to accept an Agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Rehabilitation of the GA Ramp at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. McCreary that Council Bill No. 2015-374 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-196**

Dr. Rosenberg introduced COUNCIL BILL NO. 2015-406 - an ordinance authorizing the City of Joplin to amend a Sub recipient Agreement with Crosslines Churches of the Joplin Area, Inc. to provide additional funding in the amount not to exceed Three Hundred Twenty-one Thousand, Three Hundred Two Dollars ($321,302.00) for the rehabilitation of a facility to accommodate services provided as related to the Community Development Block Grant- Disaster Recovery fund, authorizing the Director of Planning, Development and Neighborhood Services to execute said Amendment for the City, and containing an emergency clause. Motion by Dr. Rosenberg, Second by Ms. Colbert-Kean that Council Bill No. 2015-406 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-197**

Mrs. Lewis introduced COUNCIL BILL NO. 2015-463 -an ordinance approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2015 and running through September 30, 2016, for the amount of up to Thirty Two Thousand, Four Hundred Twenty-Seven Dollars and Fifty Three Cents ($32,427.53), to enable the Health Department to provide maternal and 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 Mrs. Lewis, Second by Ms. Colbert-Kean that Council Bill No. 2015-463 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-198**

Mr. Stanley introduced COUNCIL BILL NO. 2015-626 - an ordinance authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy

& Tilly, Inc., for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-626 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-199**

Mr. Shaw introduced COUNCIL BILL NO. 2015-627 - an ordinance approving a change order in the amount of Twenty Nine Thousand Seven Hundred and 00/100 Dollars ($29,700.00) with Crossland Construction Company, Inc. for the installation of sewer main extension lines at Joe Becker Stadium; authorizing the City Manager to execute the change order on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-627 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 1, Glaze. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-200**

ORDINANCES – FIRST READING

Mr. Scearce introduced COUNCIL BILL NO. 2015-531- an ordinance repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Scearce, Second by Mr. Stanley that Council Bill No. 2015-531 be approved on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 7. Nays: 1, McCreary. Absent: 1, Glaze.

Mr. Stanley introduced COUNCIL BILL NO. 2015-540- an ordinance repealing Article IV, Permits and Fees, and Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Article IV, Permits and Fees, and Section 26-593, Fee, of Article IV, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-540 be approved on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 7. Nays: 1, McCreary. Absent: 1, Glaze.

ORDINANCES – SECOND AND THIRD READING

Mr. Stanley introduced COUNCIL BILL NO. 2015-535 - repealing Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin to implement certain fee language changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill

No. 2015-535 be passed on Second Reading Advanced to Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 7. Nays: 1, McCreary. Absent: 1, Glaze. **Ordinance No. 2015- 201**

UNFINISHED BUSINESS
Discussion of the Blasters' proposal to restructure the Lease Agreement. The team owners are to pay the City $10,000 by December 31, 2015 and $15, 000 in February, 2016. The team owners are responsible for the cost of wiring the stadium for the purposes of phone, internet and cable use.
Motion by Dr. Rosenberg, Second by Mr. Shaw to bring back an emergency Ordinance. Council voted 5-2-1-1. Voting in favor were Council Members: Colbert-Kean, Rosenberg, Seibert, Shaw and Stanley 5. Nays: 2, McCreary, Scearce. Absent: 1, Glaze. Abstention: 1, Lewis. Included for the new lease will be $75,000.

NEW BUSINESS:
Appointments to Boards and Commissions:
Historic Preservation Commission – Georgia Turner replaced Nancy Warren in the Alternate position;
Solid Waste – Steven Kirby replaced Jim Schoeberl in the Industrial position
Once again, the City Hall holiday elves have been busy decorating the windows! Everyone is invited to come see their work on Monday, November 30 at the annual unveiling of the holiday window displays. This year's theme is Traditions of Trees with more than a half dozen trees decorated with various themes, including a Route 66 theme tree. This event starts at 6 p.m. with refreshments offered inside City hall. The windows will remain decorated until early January and we encourage our residents to enjoy them and share them with their friends and family that come to Joplin.

Also that evening, everyone is invited to Spiva Park at 4th and Main for the annual lighting of the Christmas tree. Joplin Parks and Recreation hosts this gathering for both the young and young and heart. The tree lighting is set for 6:30 p.m. on Monday, November 30 with refreshments served.

Then on Tuesday, December 1 – it's the Joplin Christmas Parade starting at 6 p.m.

If residents still have limbs and brush they are needing to dispose of, they can bring them out to the City's Drop off Site on Saturday, November 21. Open from 8 am – 2 pm, the site is located at 1702 North Schifferdecker Avenue, six tenths of a mile north of Belle Center Road. Although this is the last monthly scheduled date, the City could offer a drop-off date following a storm-related event. Otherwise, this monthly program will resume in March 2016.

Also offered at this site, is the free wood chip giveaway. Wood chips are great mulch as you prepare your trees and landscaping for winter. Bring a truck or trailer to the wood chip site and City employees will use heavy equipment to load free wood chips for you. This free event is open to everyone, regardless of residency.

As we approach the Thanksgiving Holiday next week, residents should note that City offices will be closed on Thursday, November 26 and Friday, November 27. This closure includes the Sunshine Lamp Trolley and MAPS transportation service, and the Joplin Recycling Center.

The Trolley and MAPS services, as well as the Joplin Recycling Center will resume their regular hours on Saturday, November 28.

Joplin Residential trash service does not run on Thanksgiving, so Thursday customers will have their trash picked up on Friday, and Friday's services will be moved to Saturday.

Also an important reminder for our residents – the Joplin Fire Department and the Police Department operate 24/7 and are not affected by these closures. We hope you will not need them, but if you should, they will be here to provide their services.

In closing, I wish all of you and our citizens a wonderful and blessed Thanksgiving holiday.

There being no further business the meeting adjourned at 8:30p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: CDBG –DR- Round 1 Amendment 7
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 1 Amendment 7 to Action Plan
2) Resolution No. 2015-024

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

Recommended Action: Approval of Resolution No. 2015-024

DISCUSSION:

The following is a resolution that authorizes the filing of the Seventh Amendment to the previously approved Initial Action Plan by City Council for the First Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). Amendment 7 includes the funding for the Joplin Senior Citizen Center, the Crossroads Industrial Park (Phase II), and a Future Economic Development Activity. These projects will be funded with money from unused Infrastructure (infrastructure funding is in Round 2), Housing, and Economic Development (SPARKS) Projects. Administration and planning costs are also included.

The Joplin Senior Citizen Center aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued, and respected. The Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life-enriching programs to enhance their quality of life and maximize independence. This funding is specifically proposed to fund a new facility which will be safer and more efficiently designed than the current center. This Amendment will allocate $4,750,000 to the project.

The Crossroads Industrial Park Phase II project intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity for the City of Joplin. This Amendment will allocate $4,959,000.00 to the project.

Funds in the amount of $2,050,000 have been set aside for a future Economic Development Activity to assist with infrastructure or other needs any potential company would require to provide for new job creation.

An additional $2,428,200 is added to the Program Planning and Administration costs to fund the management and oversight of all approved projects.

The activities are to be completed by September of 2019. Notice of the amendment will be posted on Sunday, December 6th, 2015. Any public comments received will be shared with City Council after the 7 day period. If approved, the amendment will be forwarded to HUD for their forty-five day review.

A budget chart summarizing changes made in Amendment 7 is provided below:

Infrastructure Activities	**Amendment 7**
Joplin Senior Citizen Center	$4,750,000.00
Crossroads Industrial Park (Phase II)	$4,959,000.00
Future Economic Development Activity	$2,050,000.00
Program Planning & Administration Cost	$2,428,200.00
Trail Construction/Reconstruction	$800,000.00
Sidewalk Construction/Reconstruction	$2,500,000.00
Tree Planting	$2,000,000.00
Storm-water Improvements	$1,000,000.00
Spark – Performing Arts/Depot Renovation	$2,089,000.00
Mixed-Income Multi-Family Residential	$4,500,000.00
Single Family Rehabilitation	$1,000,000.00
FEMA THU Relocation	$48,200.00
Sub Total	**$0**

RECOMMENDATION:

The staff recommends adoption of Resolution 2015-024.

AMENDMENT #7 – December 7, 2015

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

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

Joplin Senior Citizens Center

Program/Activity Details

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

Basis for Allocation

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

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

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

Trail Construction/Reconstruction

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$2,000,000~~ $1,200,000*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design and construction of trails to help provide attractive neighborhoods and alternative transportation methods for residents.

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

Basis for Allocation

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. Similar to the Sidewalk demand, the need for trails was brought about in the CART process as residents have requested the ability to have trails available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Sidewalk Construction and Reconstruction

Program/Activity Details

Administering Entity: City of Joplin
Budget: ~~$2,500,000~~ $0*
Geographic Area: City of Joplin; Tornado Area
Performance Outcomes: Design for a project to repair and replace damaged sidewalk

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

Basis for Allocation

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

Tree Planting

Program/Activity Details

Administering Entity: City of Joplin
Budget: ~~$2,000,000~~ $0*
Geographic Area: City of Joplin; Tornado Area
Performance Outcomes: Replace lost or damaged trees in the Tornado impacted area

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

Basis for Allocation

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

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

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

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

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

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

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

Storm-Water Improvements

Program/Activity Details

Administering Entity:	City of Joplin	
Budget:	~~$1,000,000~~	$0*
Geographic Area:	City of Joplin; Tornado Area	
Performance Outcomes:	Design for a project to result in the completion of 34 separate Improvement/Facility Projects	

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

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

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

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

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

Crossroads Industrial Park (Phase II)

Program/Activity Details

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

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

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

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

Future Economic Development Activity

Program/Activity Details

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

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

The funds in this Activity have been set aside for a future economic development Activity, which will be defined when specific needs for a project can be identified and tied to job creation.

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

Long-term Recovery from Specific Disaster
The long-term benefit gained from this Activity will be defined when specific needs for a project can be identified and tied to job creation.

Spark – Performing and Visual Arts Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$2,089,000~~ $0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Rehabilitate Joplin Union Depot into a performing

arts center to help accelerate economic activity

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

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

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

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

Mixed Income Multi-Family Residential

Program/Activity Details

Administering Entity:	City of Joplin	
Budget:	~~$9,000,000~~	$0*
Geographic Area:	City of Joplin; Tornado Area	
Performance Outcomes:	Provide LMI clientele assistance on rental units and the ability to return to the tornado affected area	

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

Basis for Allocation
The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The Housing Study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. The need for rental resources was apparent through the Census data that was analyzed in the housing study. The City also realizes that there

is a high potential for previous homeowners that were either under-insured or uninsured will be faced with the need to convert to becoming renters.

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

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

Single-Family Rehabilitation

Program/Activity Details

Administering Entity:	City of Joplin	
Budget:	~~$1,500,000~~	$250,000*
Geographic Area:	City of Joplin	
Performance Outcomes:	Provide rehabilitation assistance to 100 homes and create more habitable residential properties	

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

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

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

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

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

FEMA Temporary Housing Unit Relocation

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$60,000~~ $11,800*
Geographic Area:	City of Joplin; Temporary Housing Locations
Performance Outcomes:	Provide temporary housing to citizens whose homes were destroyed by the tornado

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

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

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

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

CDBG Eligibility and National Objective
This Activity is eligible under 570.201(d) as Clearance and Remediation, and will utilize the

National Objectives of Low and Moderate Income Clientele with a Presumed Benefit to Homeless Households.

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

Program Administration & Planning

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor	
Budget:	~~$3,126,709.00~~	$5,554,909
Geographic Area:	City of Joplin; Tornado Area	
Applicant Eligibility:	N/A	
Start/End Dates:	Ongoing	
Performance Outcomes:	Support grant management and execution	

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

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

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

CDBG Eligibility

These activities are eligible under Program Administration and Planning.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY – ROUND I

AMENDMENT #7 TO INITIAL ACTION PLAN FOR THE CITY OF JOPLIN

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

Contents

I. EXECUTIVE SUMMARY 2
II. INTRODUCTION 3
III. IMPACTED AREA 4
IV. UNMET NEEDS 6
V. PLANNING EFFORTS 10
VI. PROGRAMATIC PROCEDURES 12
VII. BUDGET ALLOCATION CHART 16
VIII. PROGRAM DESCRIPTIONS 17
- Joplin Senior Citizens Center 17
- Trail Construction/Reconstruction 18
- Sidewalk Construction and Reconstruction 19
- Tree Planting 20
- Storm-Water Improvements 21
- Crossroads Industrial Park (Phase II) 23
- Future Economic Development Activity 24
- Spark – Performing and Visual Arts Center 24
- Crossroads Industrial Park (Phase I) 25
- Mixed Income Multi-Family Residential 27
- Single-Family Rehabilitation 28
- FEMA Temporary Housing Unit Relocation 28
- Joplin Homebuyer Assistance Program (J-HAP) 29
- Land Acquisition/Assemblage 31
- Joplin Affordable Senior Housing 32
- Joplin Housing Authority Tenant Based Rental Assistance 33
- Joplin Housing Authority Site Improvements Repair 33
- Program Administration & Planning 35

IX. PERFORMANCE SCHEDULES 36
X. PUBLIC COMMENT 41
XI. ACCESIBILITY OF PLAN 42
XII. CERTIFICATIONS AND SF-424 43
XIII. APPENDICIES 43

I. EXECUTIVE SUMMARY

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

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

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

This Amendment #7 will reallocate a total of $4,750,000 to the Senior Center and $4,959,000 to the Crossroads Industrial Park Phase II Activities. It will also add a total of $2,428,200 to the Planning and Administration activities. These funds will be moved from a combination of Trail Construction, Sidewalk Reconstruction/Construction, Tree Planting, Storm-water Improvements, SPARK, Mixed-Income Multi-Family Residential, Single Family Rehabilitation, and FEMA THU relocation activities.

II. INTRODUCTION

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

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

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

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

III. IMPACTED AREA

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

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

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

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

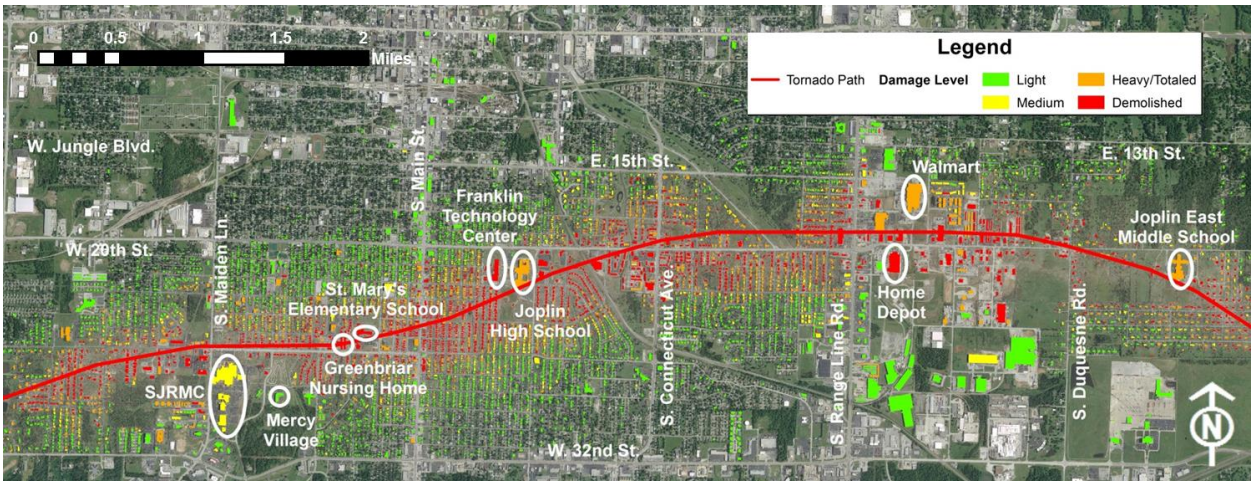
The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59,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

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

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

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

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



IV. UNMET NEEDS

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

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

HOUSING IMPACT AND UNMET NEEDS

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

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

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

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

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

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

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

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

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

INFRASTRUCTURE IMPACT AND UNMET NEEDS

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

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

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

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

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

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

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

ECONOMIC IMPACT AND UNMET NEEDS

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

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

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

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

ASSISTANCE EXPECTED/RECEIVED

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

FEMA Assistance (as of December 7, 2015):

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

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

Public Assistance (PA):

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

Insurance Statistics

Losses as of October 31, 2012:

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

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

V. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

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

COORDINATED PLANNING

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

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

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

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

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

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

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

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

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

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

LEVERAGING OF FUNDS

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

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

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

PLANS TO MINIMIZE DISPLACEMENT

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

VI. PROGRAMATIC PROCEDURES

PROGRAM INCOME

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

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

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

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

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

Continual Quality Assurance

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

Internal Audit Function w/ responsible Audit staff

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

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

b. Documentation, data gathering and analysis

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

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

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

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

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

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

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

SUBSTANTIAL AMENDMENT

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

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

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

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

VII. BUDGET ALLOCATION CHART

Projects	Initial Action Plan	Amendment # 1	Amendment #2	Amendment #3	Minor Amendment #4	Amendment #5	Minor Amendment #6	Amendment #7	Total Funded to Date
Infrastructure Activities									
Joplin Senior Center	$-	$-	$-	$-	$-	$-	$-	$4,750,000.00	$4,750,000.00
Trail Construction	$2,000,000.00	$-	$-	$-	$-	$-	$-	~~$2,000,000.00~~ $1,200,000.00	$1,200,000.00
Sidewalk Reconstruction/ Construction	$2,500,000.00	$-	$-	$-	$-	$-	$-	~~$2,500,000.00~~ $-	$0.00
Tree Planting	$2,000,000.00	$-	$-	$-	$-	$-	$-	~~$2,000,000.00~~ $-	$0.00
Storm-water Improvements	$-	$-	$-	$1,000,000.00	$-	$-	$-	~~$1,000,000.00~~ $-	$0.00
Sub Total	**$6,500,000.00**	**$-**	**$-**	**$1,000,000.00**	**$-**	**$-**	**$-**	**($1,550,000.00)**	**$5,950,000.00**
Economic Development									
Crossroads Industrial Park Phase 2	$-	$-	$-	$-	$-	$-	$-	$4,959,000.00	$4,959,000.00
Future Economic Development Activity	$-	$-	$-	$-	$-	$-	$-	$2,050,000.00	$2,050,000.00
SPARK - Performing Arts/Depot Renovation	$5,390,000.00	$-	$-	$-	$-	~~$5,390,000.00~~ $2,630,000.00	~~$2,630,000.00~~ $2,089,000.00	~~$2,089,000.00~~ $-	$0.00
Crossroads Industrial Park Phase 1	$-	$-	$-	$-	$-	$1,200,000.00	$541,000.00	$-	$1,741,000.00
Sub Total	**$5,390,000.00**	**$-**	**$-**	**$-**	**$-**	**($1,560,000.00)**	**$-**	**$4,920,000.00**	**$8,750,000.00**
Housing Activities									
Mixed-Income Multi-Family Residential	$9,000,000.00	$-	$-	~~$9,000,000.00~~ $4,500,000.00	$-	$-	$-	~~$4,500,000.00~~ $-	$0.00
Single Family Rehabilitation	$1,500,000.00	$-	$-	$-	$-	$-	$-	~~$1,500,000.00~~ $250,000.00	$250,000.00
FEMA THU Relocation	$-	$60,000.00	$-	$-	$-	$-	$-	~~$60,000.00~~ $11,800.00	$11,800.00
Single Family Homeownership Direct Assistance	$12,750,000.00	$-	$-	$-	$-	$7,000,000.00	$-	$-	$19,750,000.00
Land Acquisition/ Assemblage	$8,000,000.00	~~$8,000,000.00~~ $7,940,000.00	~~$7,940,000.00~~ $7,440,000.00	~~$7,440,000.00~~ $6,440,000.00	~~$6,440,000.00~~ $5,440,000.00	~~$5,440,000.00~~ $-	$-	$-	$0.00
Joplin Affordable Senior Housing	$-	$-	$-	$4,500,000.00	$-	$-	$-	$-	$4,500,000.00
Joplin Housing Authority Tenant Based Rental Assistance	$-	$-	$290,000.00	$-	$-	$-	$-	$-	$290,000.00
Joplin Housing Authority Site Improvements Repair	$-	$-	$210,000.00	$-	$-	$-	$-	$-	$210,000.00
Sub Total	**$20,750,000.00**	**$-**	**$-**	**($1,000,000.00)**	**($1,000,000.00)**	**$1,560,000.00**	**$-**	**($5,798,200.00)**	**$25,011,800.00**
Public Service Activities									
	$-	$-	$-	$-	$-	$-	$-	$-	$0.00
Sub Total	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$0.00**
Program Administration Activities									
City of Joplin Administrative Costs	$452,667.09	$-	$-	$-	$-	$-	$-	$10,000.00	$462,667.09
Consultant Administrative Costs	$1,674,041.91	$-	$-	$-	$75,600.00	$-	$-	$30,000.00	$1,779,641.91
Planning Costs	$-	$-	$-	$-	$924,400.00	$-	$-	$2,388,200.00	$3,312,600.00
Sub Total	**$2,126,709.00**	$-	$-	$-	**$1,000,000.00**	$-	**$-**	**$2,428,200.00**	**$5,554,909.00**
Total Budgeted (of $45,266,709.00)	**$34,766,709.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$45,266,709.00**

VIII. PROGRAM DESCRIPTIONS

INFRASTRUCTURE

Joplin Senior Citizens Center

Program/Activity Details

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

Basis for Allocation

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

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

the development of a senior housing facility. Once all projects are completed this area will serve as a focal point/meeting place for all sectors of the community to come together and help meet the needs of its senior citizens.

Trail Construction/Reconstruction

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$2,000,000~~ $1,200,000*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design and construction of trails to help provide attractive neighborhoods and alternative transportation methods for residents.

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

Basis for Allocation

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. Similar to the Sidewalk demand, the need for trails was brought about in the CART process as residents have requested the ability to have trails

available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Sidewalk Construction and Reconstruction

Program/Activity Details

Administering Entity: City of Joplin
Budget: ~~$2,500,000~~ $0*
Geographic Area: City of Joplin; Tornado Area
Performance Outcomes: Design for a project to repair and replace damaged sidewalk

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

Basis for Allocation

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

Tree Planting

Program/Activity Details

Administering Entity:	City of Joplin	
Budget:	~~$2,000,000~~	$0*
Geographic Area:	City of Joplin; Tornado Area	
Performance Outcomes:	Replace lost or damaged trees with 6,333 ROW Trees	

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

Basis for Allocation

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

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

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

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

Expected cost of a wholesale tree	$82
Cost of planting a tree	$116
Cost of 2 year establishment	$124
Establishing each tree	$322

Establishing 6,333 ROW trees $2,039,226

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

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

Storm-Water Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$1,000,000~~ $0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design for a project to result in the completion of 34 separate Improvement/Facility Projects

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

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

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

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

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

ECONOMIC DEVELOPMENT

Crossroads Industrial Park (Phase II)

Program/Activity Details

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

Basis for Allocation

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

Future Economic Development Activity

Program/Activity Details

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

Basis for Allocation

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

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

Spark – Performing and Visual Arts Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$2,089,000~~ $0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Rehabilitate Joplin Union Depot into a performing arts center to help accelerate economic activity

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

Basis for Allocation

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

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

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

Crossroads Industrial Park (Phase I)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	~~$1,200,000~~ $1,741,000*
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that would attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

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

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

distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.
The 24th Street Extension Project will provide improved access to two business entities (Eagle Picher and John Schaumburg) located within the industrial park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their population growth objectives.

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

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

HOUSING

Mixed Income Multi-Family Residential

Program/Activity Details

Administering Entity:	City of Joplin	
Budget:	~~$9,000,000~~	$0*
Geographic Area:	City of Joplin; Tornado Area	
Performance Outcomes:	Provide LMI clientele assistance on rental units and the ability to return to the tornado affected area	

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

Basis for Allocation

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

Single-Family Rehabilitation

Program/Activity Details

Administering Entity:	City of Joplin	
Budget:	~~$1,500,000~~	$250,000*
Geographic Area:	City of Joplin	
Performance Outcomes:	Provide rehabilitation assistance to 100 homes and create more habitable residential properties	

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

Basis for Allocation

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

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

FEMA Temporary Housing Unit Relocation

Program/Activity Details

Administering Entity:	City of Joplin	
Budget:	~~$60,000~~	$11,800*
Geographic Area:	City of Joplin; Temporary Housing Locations	
Performance Outcomes:	Provide temporary housing to citizens whose	

homes were destroyed by the tornado

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

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

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

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

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

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

Joplin Homebuyer Assistance Program (J-HAP)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$12,750,000~~ $19,750,000*
Geographic Area:	City of Joplin: Tornado Area
Performance Outcomes:	Allocation of homeownership to LMI residents throughout the destruction area.

*Funds were added to this project due to the ongoing success of the program and sustained pipeline of J-HAP applicants

Scope

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

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

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

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

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

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

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

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

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

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

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

Land Acquisition/Assemblage

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$8,000,000~~ $0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Secure lots to provide residential redevelopment assistance for the citizens of Joplin

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

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

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

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

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

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

Joplin Affordable Senior Housing

Program/Activity Details

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

Basis for Allocation

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

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

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

Joplin Housing Authority Tenant Based Rental Assistance

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$290,000
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide financial assistant to Joplin's Section 8 voucher program

Basis for Allocation

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

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

Joplin Housing Authority Site Improvements Repair

Program/Activity Details

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

parking lots & housing sites)

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

Basis for Allocation

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

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

CDBG Eligibility and National Objective

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

Long-term Recovery from Specific Disaster

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

PLANNING & ADMINISTRATION

Program Administration & Planning

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor	
Budget:	~~$3,126,709.00~~	$5,554,909
Geographic Area:	City of Joplin; Tornado Area	
Applicant Eligibility:	N/A	
Start/End Dates:	Ongoing	
Performance Outcomes:	Support grant management and execution	

Basis for Allocation (Administration)

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

Basis for Allocation (Planning)

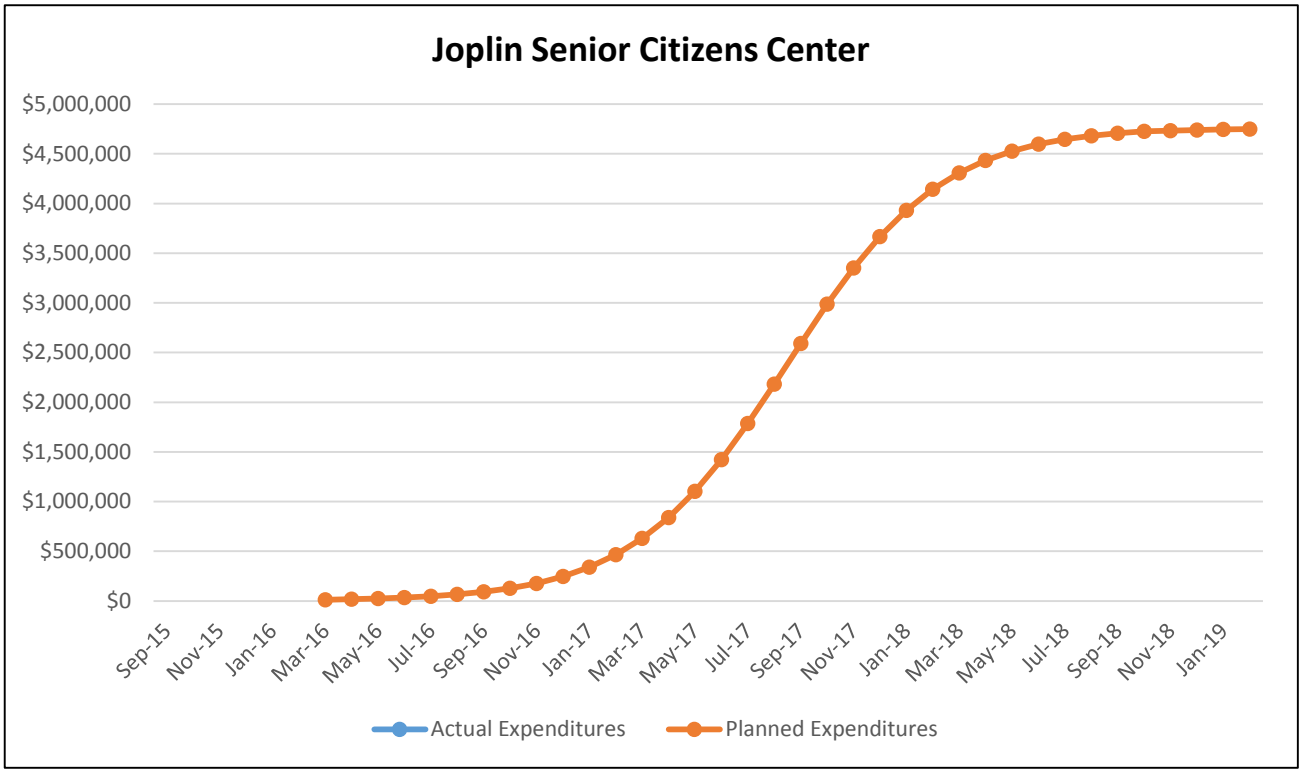
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings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

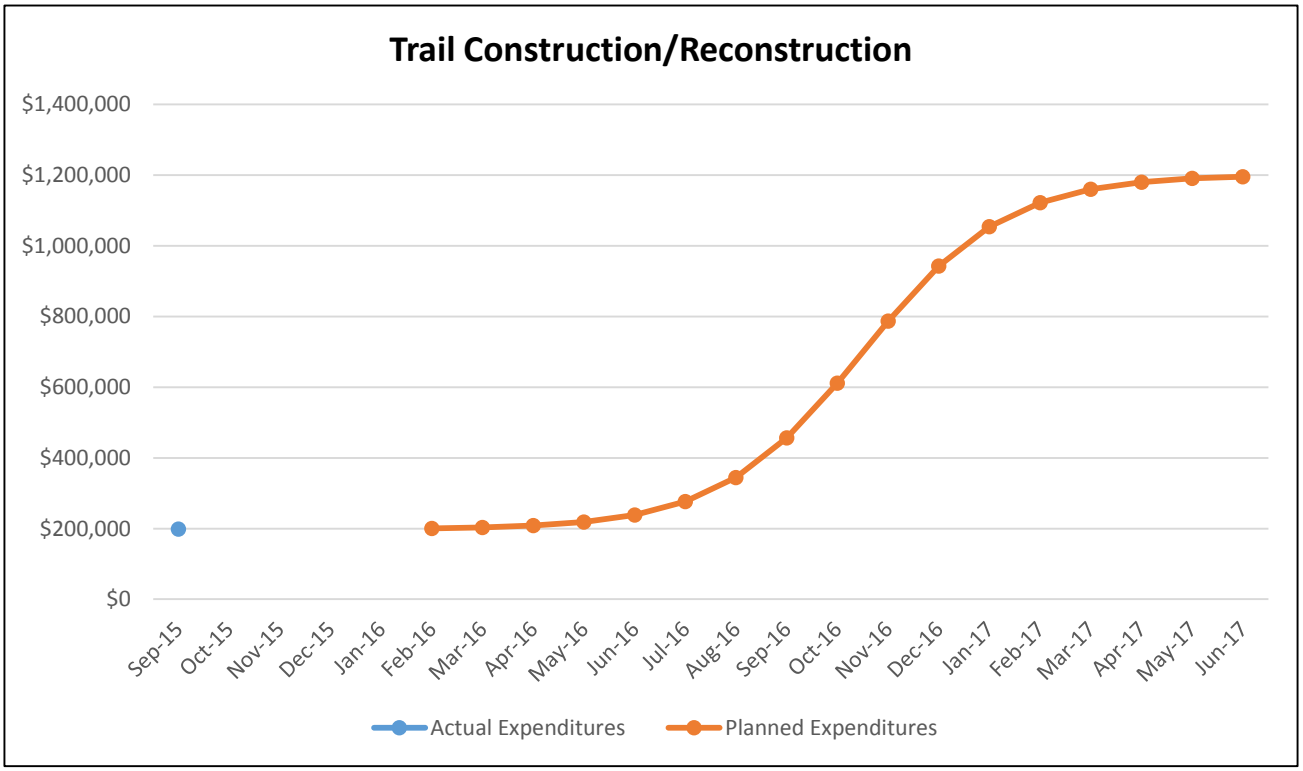
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community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

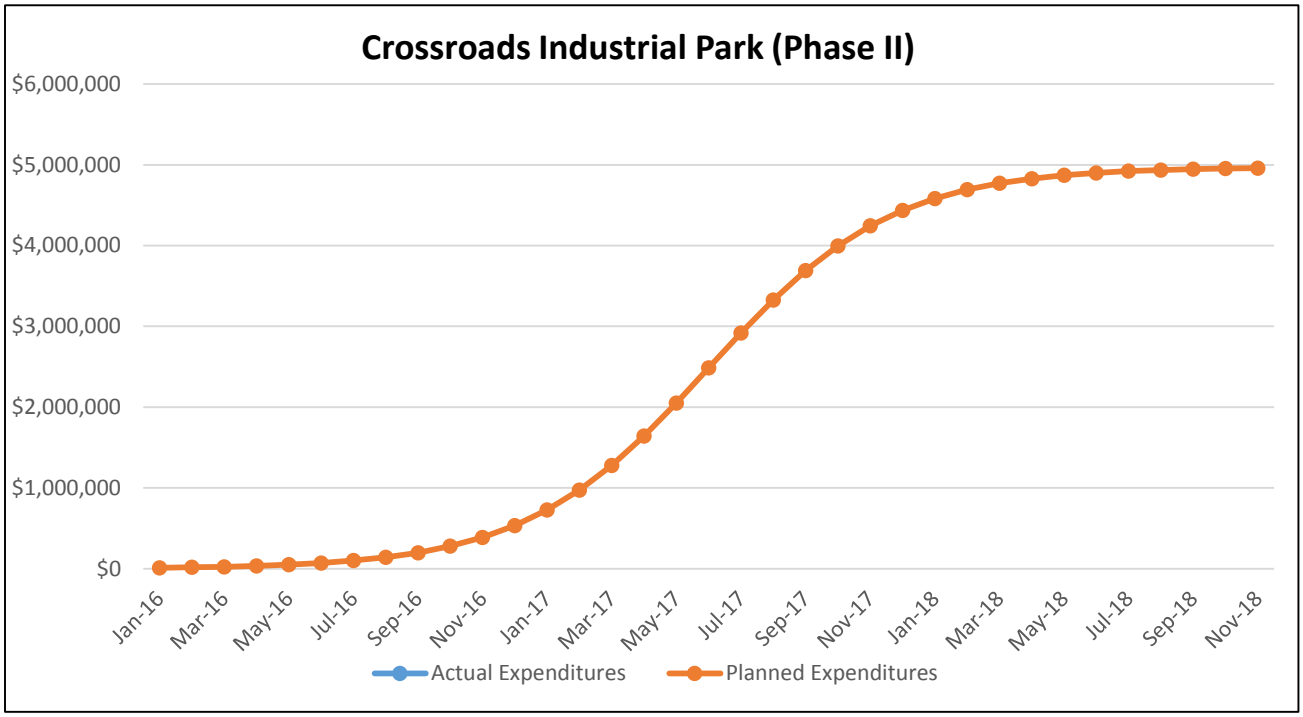
CDBG Eligibility

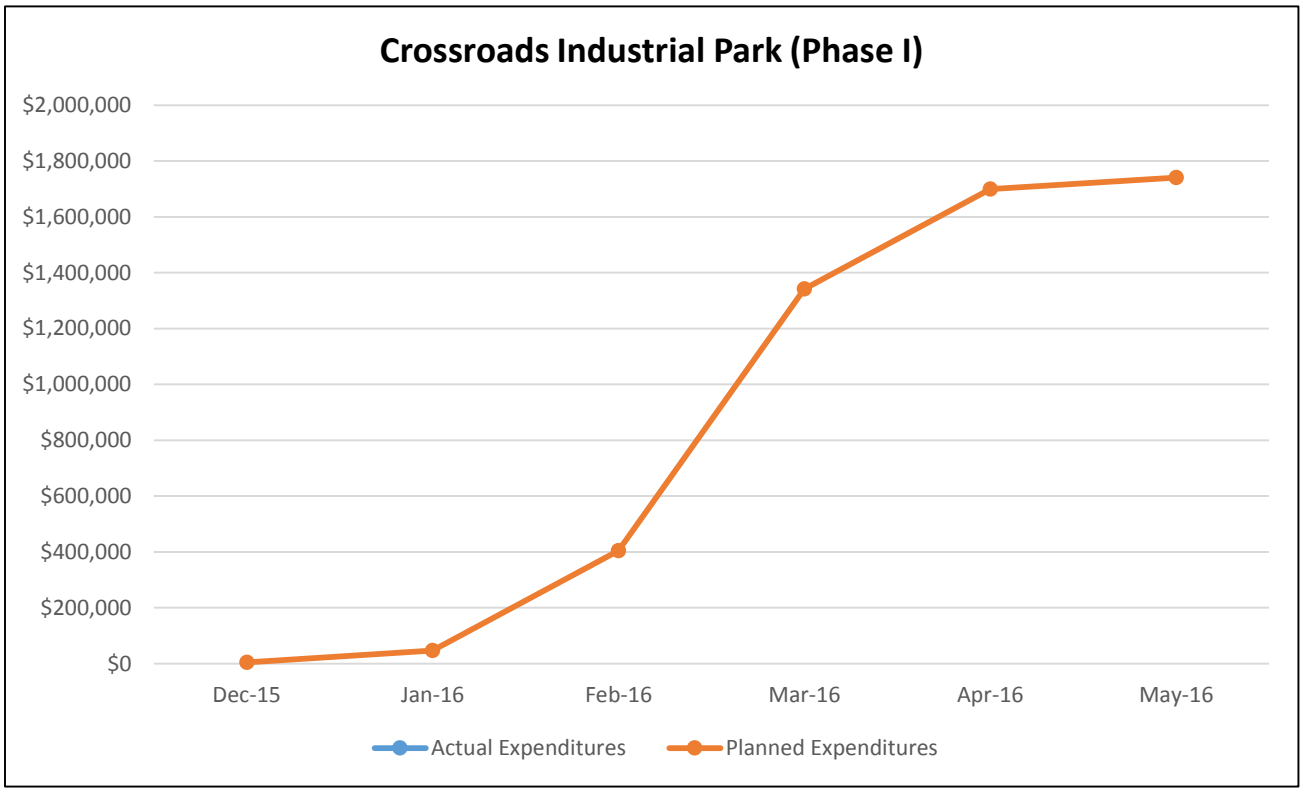
These activities are eligible under Program Administration and Planning.

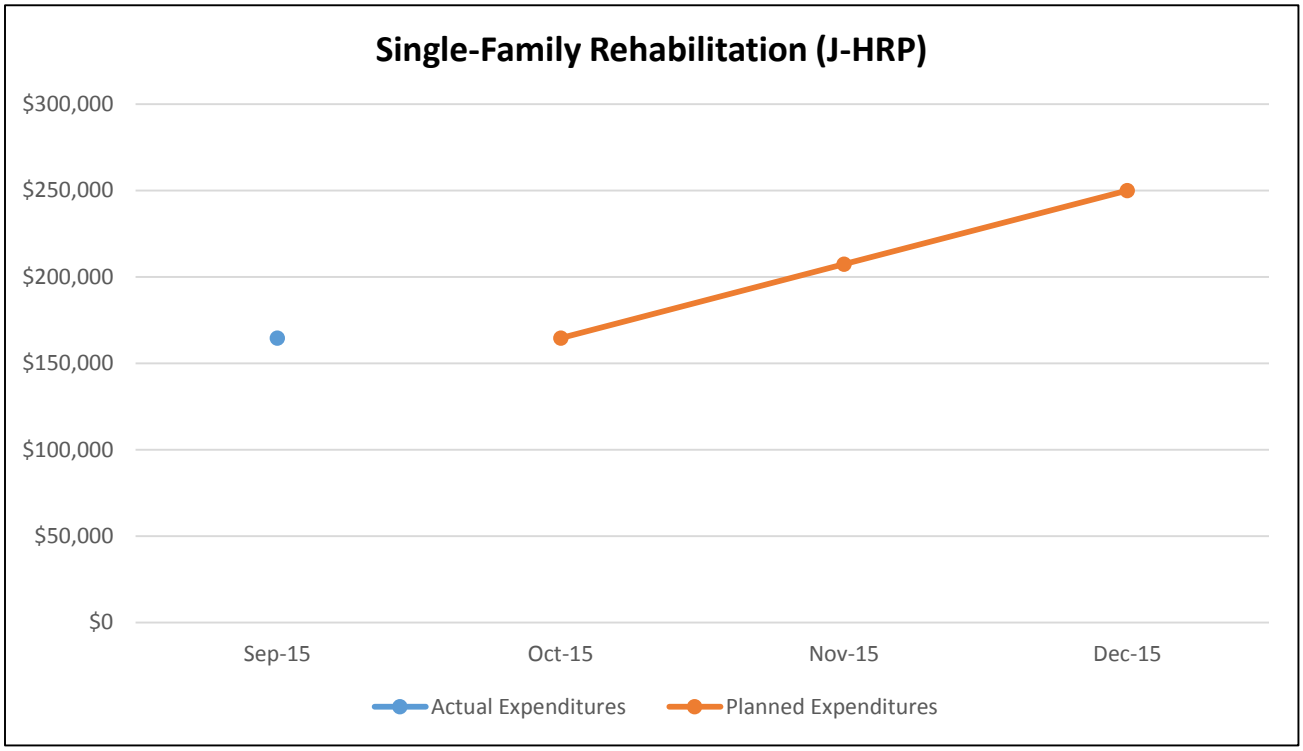
IX. PERFORMANCE SCHEDULES

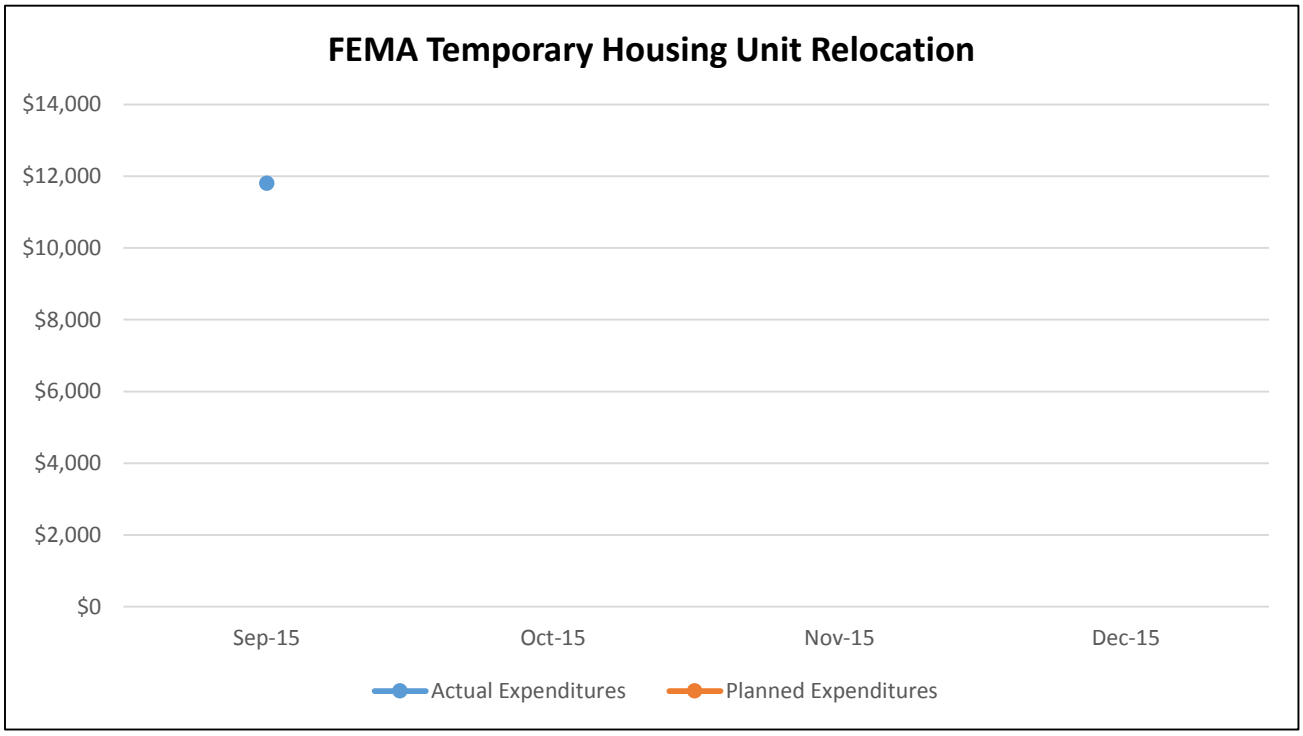


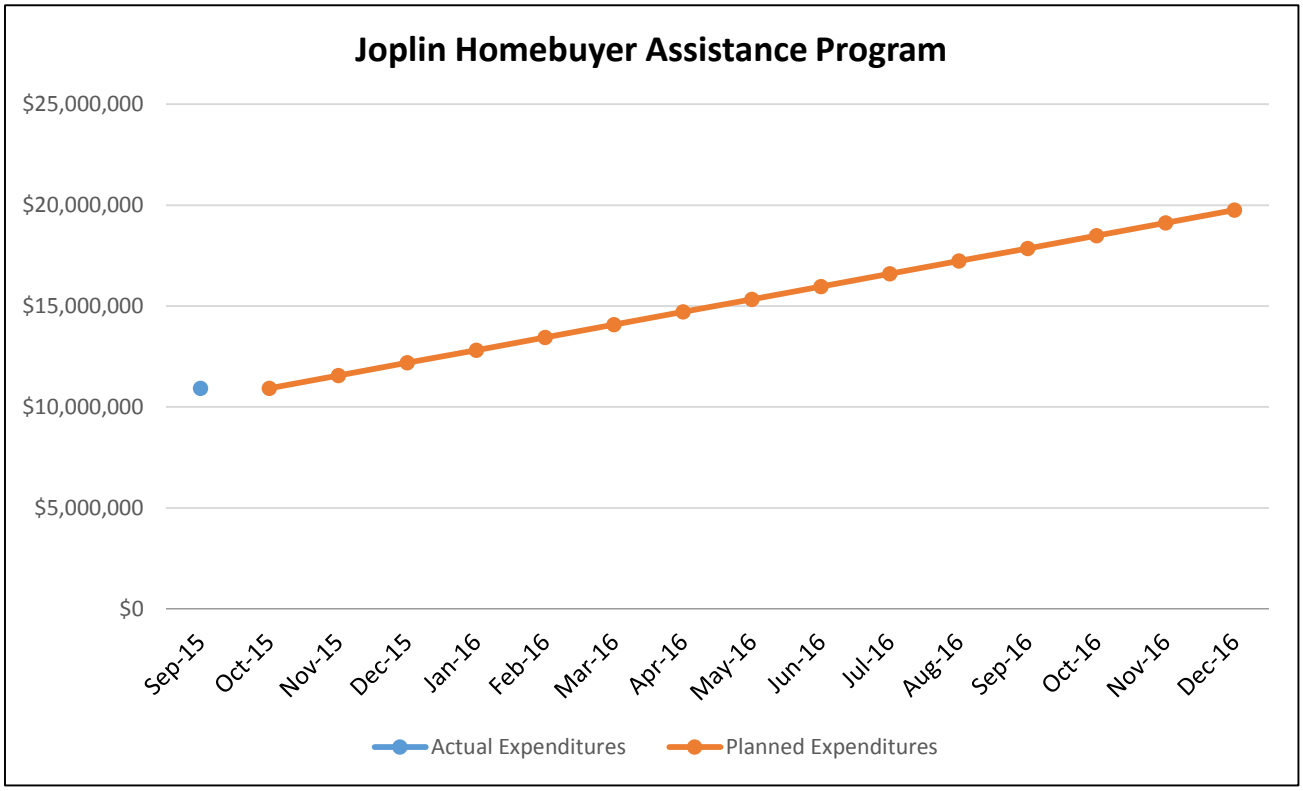


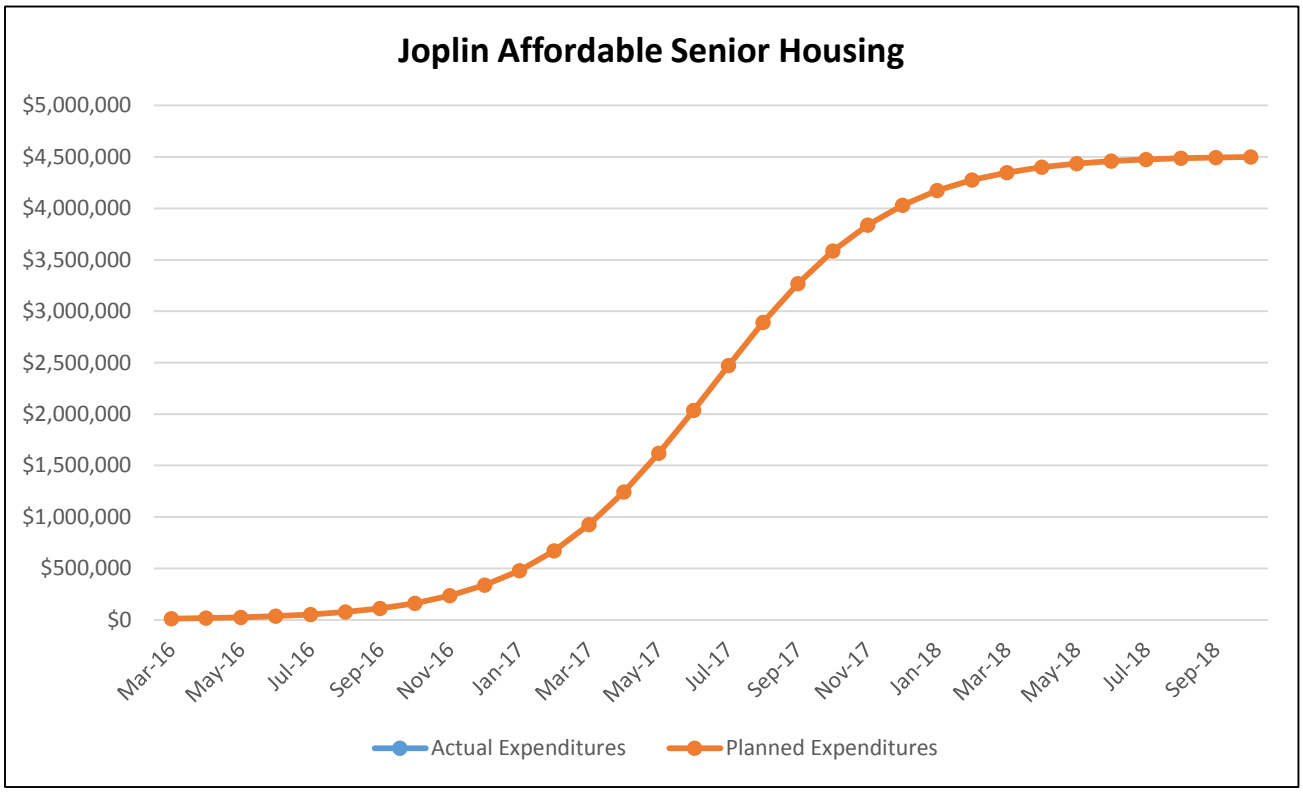

Crossroads Industrial Park (Phase II)
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
Jan-16
Mar-16
May-16
Jul-16
Sep-16
Nov-16
Jan-17
Mar-17
May-17
Jul-17
Sep-17
Nov-17
Jan-18
Mar-18
May-18
Jul-18
Sep-18
Nov-18
Actual Expenditures
Planned Expenditures


Crossroads Industrial Park (Phase I)
$2,000,000
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
Dec-15
Jan-16
Feb-16
Mar-16
Apr-16
May-16
Actual Expenditures
Planned Expenditures


Single-Family Rehabilitation (J-HRP)
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-15
Oct-15
Nov-15
Dec-15
Actual Expenditures
Planned Expenditures


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


Joplin Homebuyer Assistance Program
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
Sep-15
Oct-15
Nov-15
Dec-15
Jan-16
Feb-16
Mar-16
Apr-16
May-16
Jun-16
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16
Actual Expenditures
Planned Expenditures


Joplin Affordable Senior Housing
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Mar-16
May-16
Jul-16
Sep-16
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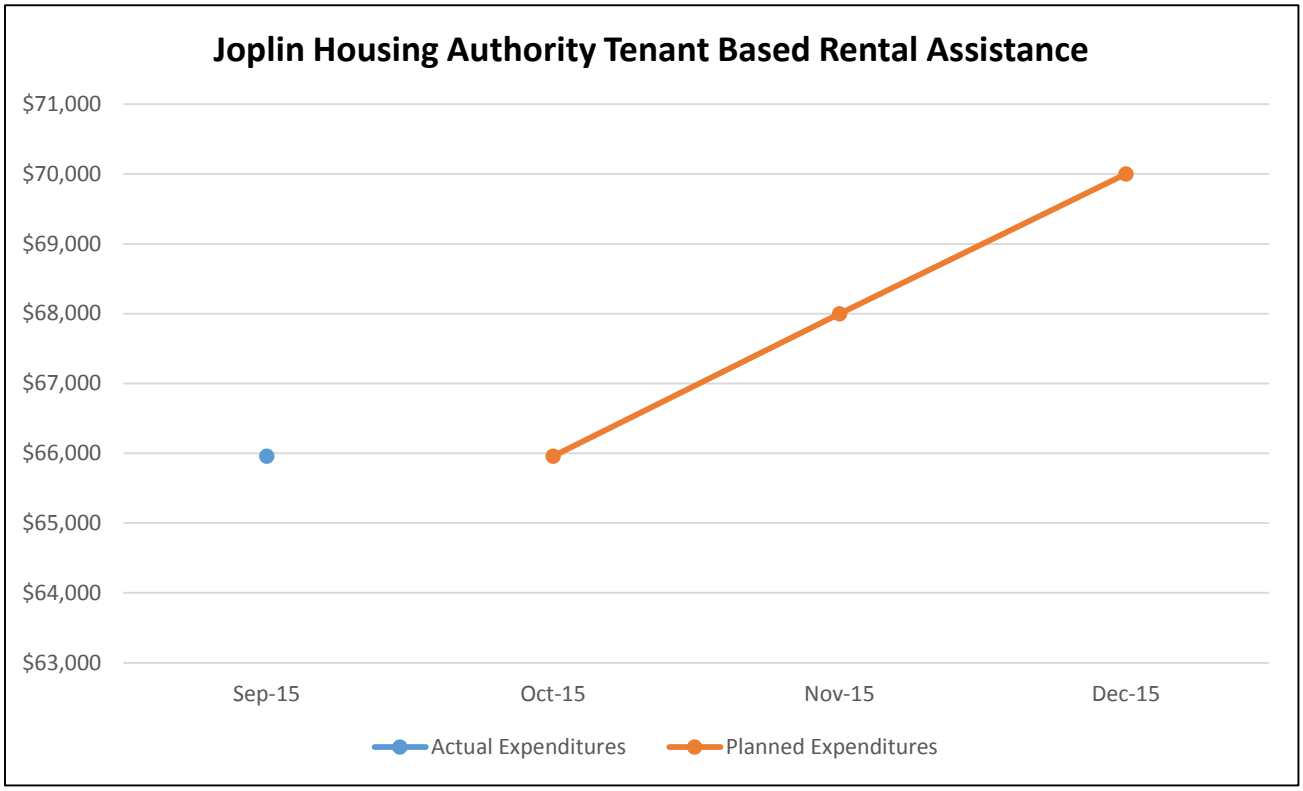
Sep-18
Actual Expenditures
Planned Expenditures


Joplin Housing Authority Tenant Based Rental Assistance
$71,000
$70,000
$69,000
$68,000
$67,000
$66,000
$65,000
$64,000
$63,000
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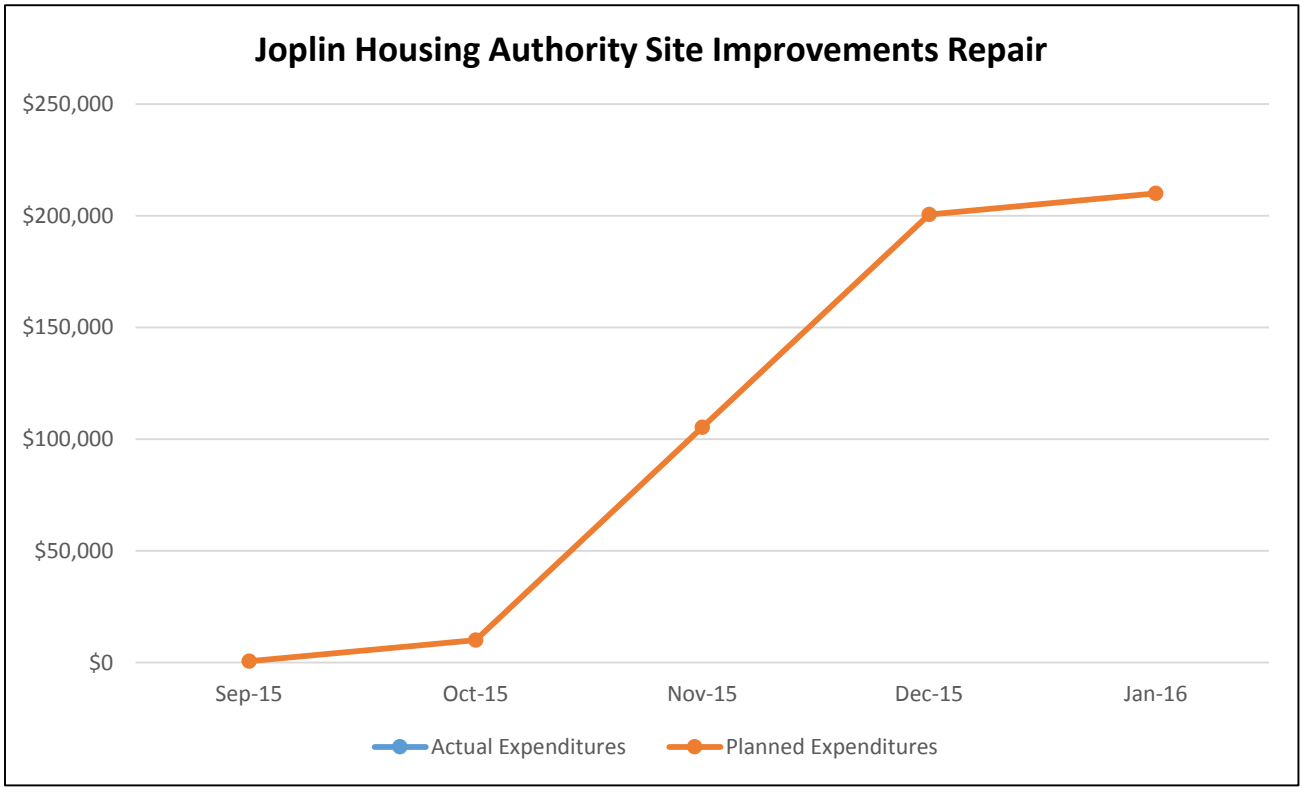
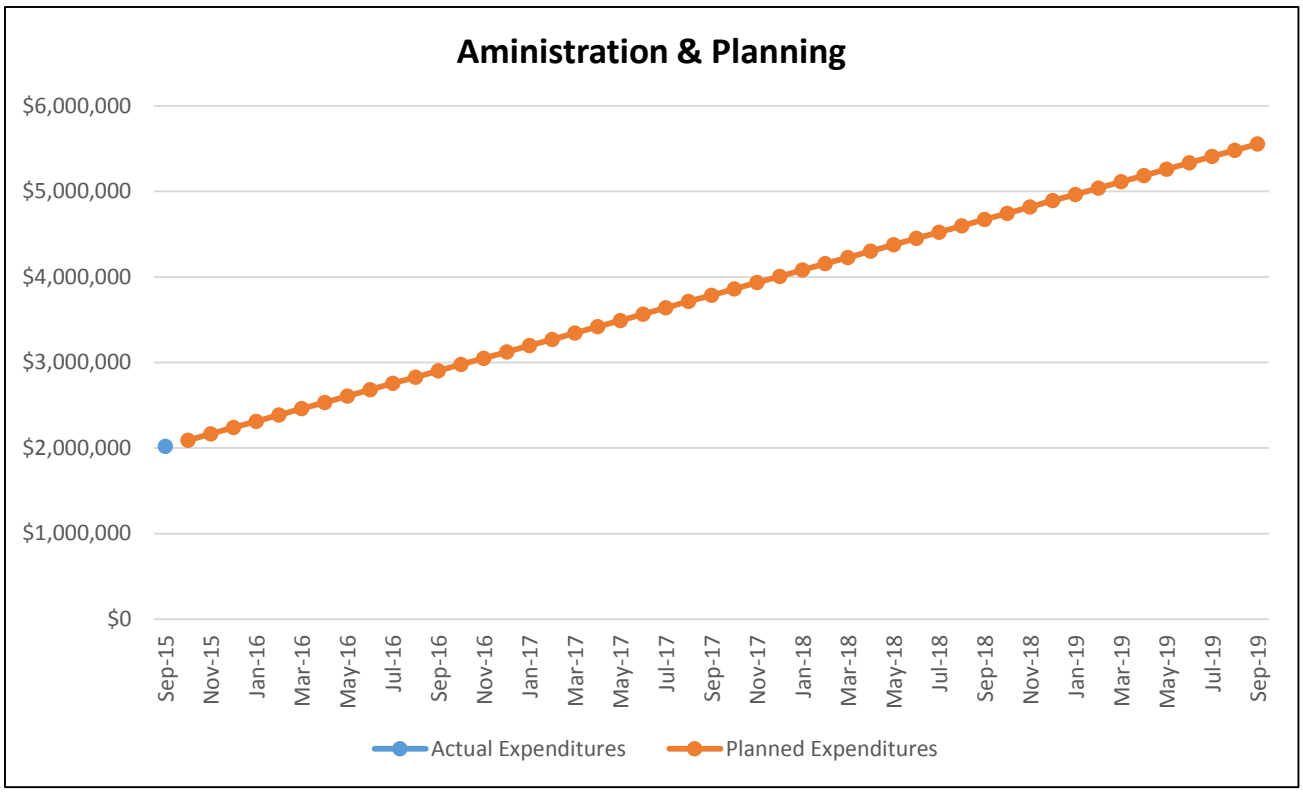
Oct-15
Nov-15
Dec-15
Actual Expenditures
Planned Expenditures


Joplin Housing Authority Site Improvements Repair
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-15
Oct-15
Nov-15
Dec-15
Jan-16
Actual Expenditures
Planned Expenditures



X. PUBLIC COMMENT

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

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

No comments were received.

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

Amendment 3

The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts. Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

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

No comments were received.

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

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

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

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

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

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

XI. ACCESIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

XII. CERTIFICATIONS AND SF-424

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

XIII. APPENDICIES

Appendix A – CERTIFICATIONS

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

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

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

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

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

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

F. Acquisition and Relocation – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part

24, except where waivers or alternative requirements are provided for in this Notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature/Authorized Official Date

_____

City Manager

RESOLUTION NO. 2015-024

A RESOLUTION authorizing the filing of a Seventh Amendment to the Initial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

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

WHEREAS, there were thousands of households affected by the tornado; and

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

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

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

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

Section 1. That the City of Joplin file a Seventh Amendment to the Initial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 1) substantially according to Attachment A with the U.S. Department of Housing and Urban Development, such that $4,750,000 is being awarded to the Joplin Senior Citizens Center, $4,959,000 is being given to the Crossroads Industrial Park (Phase II), $2,050,000 is allocated to a Future Economic Development Activity, and $2,428,200 is being added to Program Planning & Administration Costs.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015
Council Bill No. 2015-165

Item: Work Authorization with JET Associates for Engineering Services Associated with the design and construction management of 12 projects in the recovery area.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Work Authorization JET DR-2 PAP3-1
3) Council Bill No. 2015-165

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

Recommended Action: Approval of Work Authorization Number JET DR-2 PAP3-1 with Joplin Missouri Joint Engineering Team in the not to exceed the amount of $1,367,113.00 for Design of 12 Projects located in the recovery area.

Background: On August 4, 2014 Council Bill 2014-158 was approved and that Council Bill authorized the City staff to enter into an agreement and work authorization number JET-DR2-AP1-1. This is the second work authorization to the general services agreement approved in August of 2014. This work authorization will allow the consultant to proceed with completing the design of infrastructure projects and to proceed with construction management of the projects ready for construction within the JET portion of the recovery area.

Discussion: In accordance with the City of Joplin procurement policy City staff advertised in the Joplin Globe and received 11 sets of qualifications from consulting firms for this project. The Joplin Missouri Joint Engineering Team which is made up of Olsson Associates, Tran-Systems Civil-Engineering, Tri-State Engineering, and CJW Transportation Engineers was selected for design of infrastructure projects within a portion of the recovery area. JET has completed the scope of the first work authorization. City staff has met with JET to outline the scope of services

required for this work authorization. JET has prepared the work authorization along with a scope and fee and the City staff has reviewed the scope and fee. The fee is within industry standards.

Recommendation: Staff recommends approval of Work Authorization Number JET DR-2 PAP3-1 with Joplin Missouri Joint Engineering Team in the not to exceed the amount of $1,367,113.00 for Design of 12 Projects located in the recovery area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-165 ORDINANCE NO

AN ORDINANCE approving a work authorization for JET Associates not to exceed One Million Three Hundred Sixty Seven Thousand One Hundred Thirteen Dollars ($1,367,113.00) for engineering services for 12 projects in the recovery area and containing an emergency clause.

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

Section 1. Approval of a work authorization for JET Associates not to exceed One Million Three Hundred Sixty Seven Thousand One Hundred Thirteen Dollars ($1,367,113.00) for engineering services for 12 projects in the recovery area t in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with JET Associates.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

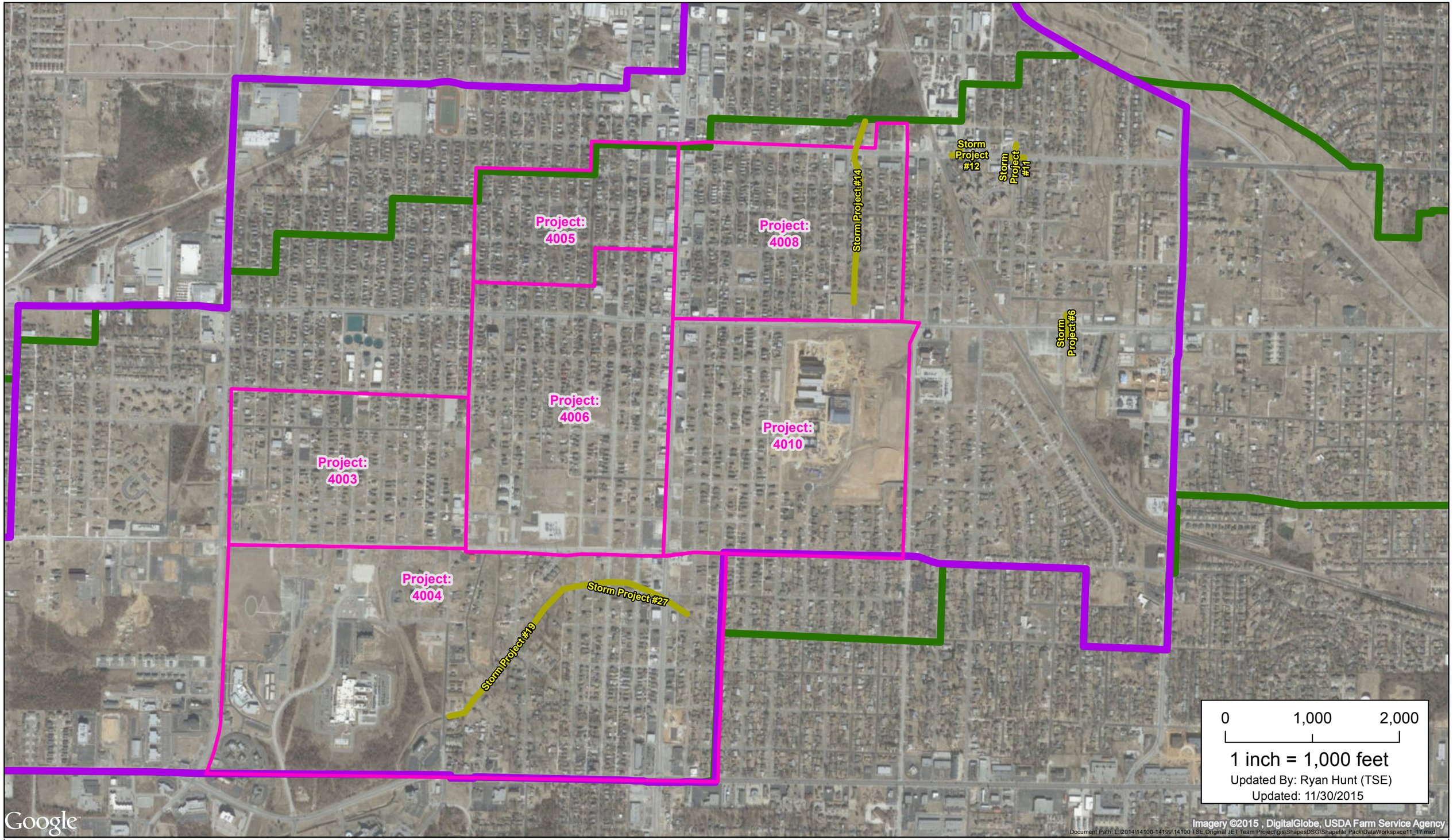
_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney



JOPLIN, MO STRONGER. SAFER. SMARTER
JET JOINT ENGINEERING TEAM

LMI Area
Tornado Path
Work Zone
Census Tract Project
StormWater

Storm Projects & Project Zones

CITY	ENGINEER
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 714 South Main Street Joplin, Missouri 64801
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**	Attention: Jack Schaller, PE **jschaller@olssonassociates.com**
Department: **Public Works Department**	Phone: 417-206-9000 Fax: 417-206-9002
Phone: **417-624-0820, ext 500** Fax: **417-625-4738**	Project 1 design work

WORK AUTHORIZATION NUMBER JET DR-2 PAP3-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Work Authorization Number **JET CDBG DR-2 PAP3-1** exceed the sum of One Million, Three Hundred Sixty Seven Thousand, One Hundred Thirteen Dollars and 00/100 Dollars ($1,367,113.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The

form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless
of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson Associates, DBA: Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson _____

Title: Senior Vice President_____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015
Council Bill No. 2015-166

Item: Amendment #2 to Work Authorization Number JET-DR2-AP1-1 with JET Associates for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Amendment to Work Authorization JET-DR2-AP1-1
3) Council Bill No. 2015-166

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

Recommended Action: Approval of Amendment #2 to Work Authorization Number JET-DR2-AP1-1 with Joplin Missouri Joint Engineering Team adding $65,000.00 to the original not to exceed amount of $1,188,750.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Background: On August 4, 2014 Council Bill 2014-158 was approved and that Council Bill authorized the City staff to enter into an agreement and work authorization number JET-DR2-AP1-1. The JET team was able to get their initial work on JET-DR2-AP 1-1 plus their work on Amendment #1 to JET DR2AP 1-1 completed ahead of schedule. The city requested that the JET design team finish up the design work on Mohaska Water Quality Basin, the Iowa Avenue Branch, and Micro Project 1 (Sidewalk and Curb & Gutter), that was removed from JET DR2AP 1-1 by Amendment #1. The JET team was also instructed to get the bid documents and contract documents together for the above projects as well. The city requested that JET also get the NEPA documentation for the projects completed to the public involvement portion.

Discussion: City staff recognized that the JET design team had the capacity to complete more design work than the contract amount allowed for. City staff directed the JET design team to proceed with the extra design work. This cost of extra design work will be shifted from unused

funds from contracted design in another area. These design funds that are available from the other design contract is greater than the requested increase in the JET agreement. The fee is within industry standards and does not increase the overall previously approved design fees for the recovery area.

Recommendation: Staff recommends Approval of Amendment #2 to Work Authorization Number JET-DR2-AP1-1 with Joplin Missouri Joint Engineering Team adding $65,000.00 to the original not to exceed amount of $1,188,750.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the recovery area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-166 ORDINANCE NO

AN ORDINANCE approving an amendment to an existing work authorization for JET Associates adding not to exceed Sixty Five Thousand and no/Dollars ($65,000.00) for engineering services for sidewalk, curb & gutter and storm water projects and containing an emergency clause.

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

Section 1. Approval an amendment to an existing work authorization for JET Associates adding not to exceed Sixty Five Thousand and no/Dollars ($65,000.00) for engineering services for sidewalk, curb & gutter and storm water projects in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with JET Associates.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 714 South Main Street Joplin, Missouri 64801	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: Jack Schaller, PE **jschaller@olssonassociates.com**	
Department: **Public Works Department**		Phone: 417-206-9000	Fax: 417-206-9002
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**	Amendment for additional storm water work	

AMENDMENT #2 TO WORK AUTHORIZATION NUMBER JET DR2AP1-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A*- Amendment #2 to JETDR2AP1-1**.

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

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*- Amendment #2 to JETDR2AP1-1**.

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

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A* Amendment #2 to JETDR2AP1-1-**, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this **Amendment to** Work Authorization Number **JET DR2AP1-1** increase the total compensation and reimbursement set forth in Work Authorization Number **JET DR2AP1-1** more than the sum of Sixty Five Thousand Dollars and 00/100 Dollars ($65,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all

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

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

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson Associates, DBA: Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson _____

Title: Senior Vice President _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning and Development

Date: _____

Exhibit A
Amendment #2 to Work Authorization JET DR2AP1-1

Basic Infrastructure

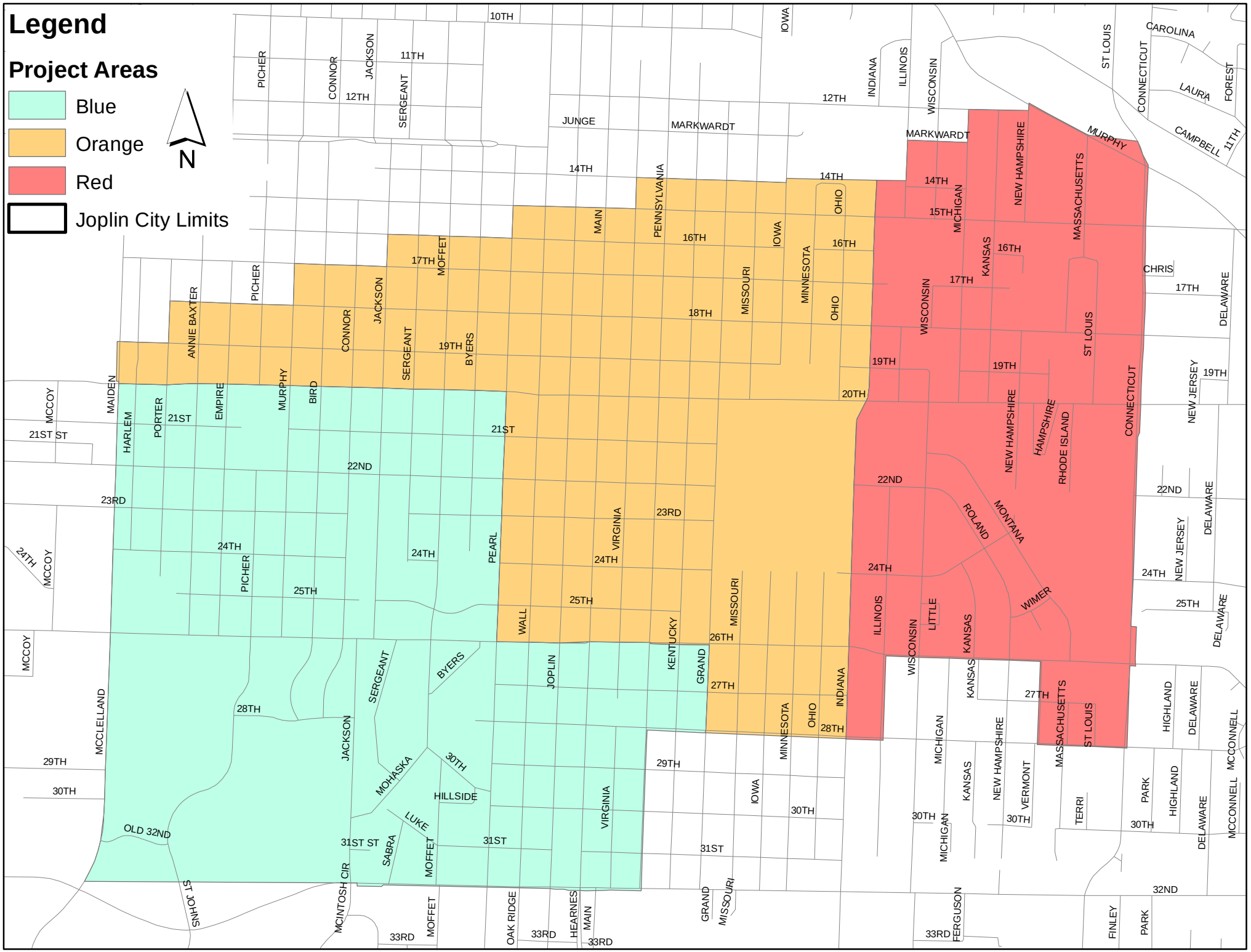
Deliverable Summary
The deliverables identified below are recommended to move forward with the Capital Plan:

a. Finalize plans for infrastructure projects, specifically Mohaska Water Quality Basin, Iowa Avenue Branch stormwater project, and Surface Micro Project 1 (Sidewalk and Curb & Gutter) for the JET Team. Portions of the monies to finish these projects were moved out of their tasks in Work Authorization JET-DR2AP1-2 in order to complete some items for the city in regards to the Design Strategy Guide.
b. Provide Plans, construction documents, bidding documents and specifications for infrastructure projects Specifically Mohaska Water Quality Basin, Iowa Avenue Branch stomrwater project, and Surface Micro Project 1 (Sidewalk and Curb & Gutter). No provisions were made in Work Authorization JET-DR2AP1-1 for construction of contract documents (because it was not known which would be utilized at that time), or bidding services for the above mentioned projects.
c. Provide NEPA documentation for infrastructure projects. Specifically Mohaska Water Quality Basin, Iowa Avenue Branch stomrwater project, and Surface Micro Project 1 (Sidewalk and Curb & Gutter). Due to the timeframe in which the city allowed us to get back to work on this after stopping our work until council decided which specific projects were selected, we did not have enough time to get feedback from all agencies and draft a report.
d. Coordinate, furnish handouts, attend and provide responses and feedback for public involvement meetings. Due to the timeframe in which the city allowed us to get back to work on this after stopping our work until council decided which specific projects were selected, we did not have enough time to do all the public involvement meetings and provide responses and feedback.

This amendment is intended to finish out remaining items from JET DR2AP1-1. The cost for the above services is anticipated to cost $65,000.

Summary of Fees

Our scope of service is outlined in exhibit A to Work Authorization JET DR2AP 1-1 and will require nofurhter amendments to Work authorization JETDR2AP 1-1 or our existing agreement. We reserve the right to ask for additional compensation as justified in the future if our scope of work is modified or if it needed to complete the items remaining in work authorization JET DR2AP 1-1.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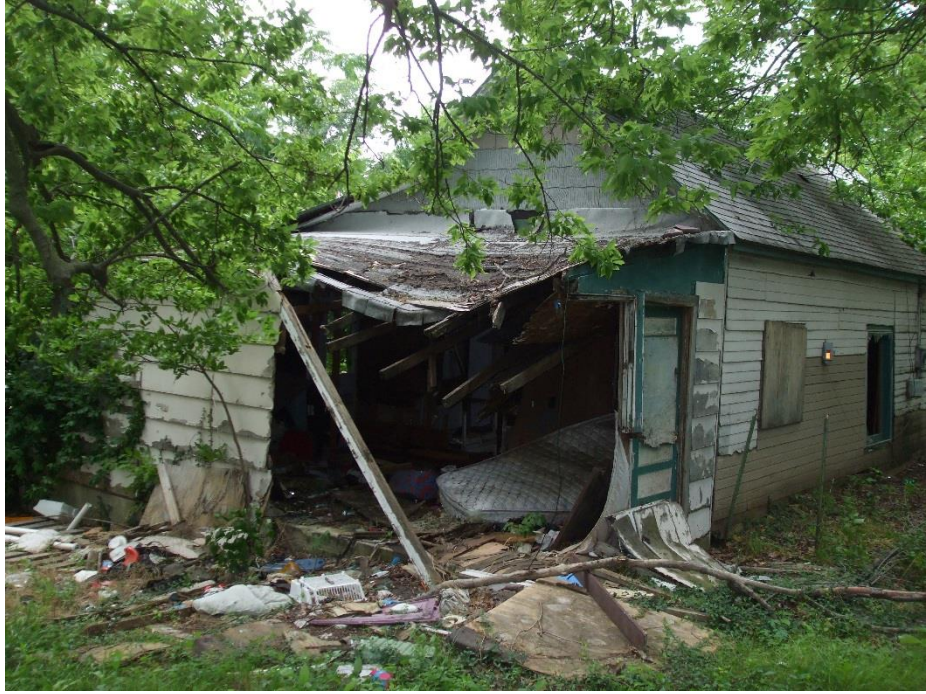
BIRD
PEARL
VIRGINIA
WALL
KENTUCKY
GRAND
JOPLIN
ROLAND
MONTANA
WIMER
HAMPSHIRE
RHODE ISLAND
LITTLE
VERMONT
TERRI
HIGHLAND
PARK
MCCONNELL
MCCLELLAND
MOHASKA
HILLSIDE
LUKE
SABRA
OLD 32ND
ST JOHNS
MCINTOSH CIR
OAK RIDGE
HEARNES
FERGUSON
FINLEY

CLOSING DATE:	23-Nov-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	2520 E. Quincy St.

COMPANY	BIDS
B & D Yardbuilders	**$3,920.00**
Big John's	$4,700.00
Nelson's Enterprises	$4,249.00


COUNCIL BILL 2015-375
2520 E. QUINCY ST.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: COUNCIL BILL NO. 2015-375
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 375
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with B&D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 2520 E. Quincy St.

Summary: The above listed address was "tagged" as a dangerous building on June 11, 2015. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 6, 2015. An advertisement for bids was published in the Joplin Globe with bids being received on November 23, 2015. At that time bids were received as follows:

Nelson Demolition	$ 4,249.00
Big Johns	$ 4,700.00
B & D Yard builders	$ 3,920.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to B&D Yardbuilders for the amount of $ 3,920.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2015 – 375 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2520 E. Quincy St. in the City of Joplin, Missouri, for the amount of Three Thousand Nine Hundred Twenty and 00/100 Dollar (3,920.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of Three Thousand Nine Hundred Twenty Hundred 00/100 Dollars ($3,920.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2520 E. Quincy St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2520 E. Quincy St. and legally described as:

ALL OF LOT NUMBERED TWO HUNDRED TWENTY-ONE (221) AND THE EAST HALF (E1/2) OF LOT NUMBERED TWO HUNDRED TWENTY-TWO (222) IN ROYAL HEIGHTS SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____, 2015, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

:_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015
Council Bill No. 2015-376

Item: Work Authorization with Joplin Engineering Team (JET) for Construction Management for the Public Park Project in the Recovery Area
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Agreement-Work Authorization for Park Construction Management
2) Services Fee Schedule
3) Council Bill No. 2015-376

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

Recommended Action: Approval of a Work Authorization with JET in the not to exceed amount of Seventy-Nine Thousand and Eight Hundred and Fifty-Three Dollars ($79,853.00) for Construction Management Services for the Public Park in the Recovery Area.

Background: In October 2015, Council Bill 2015-372 was approved authorizing the execution of a contract with the R.E. Smith for construction of the public park in the Recovery Area; that work is underway. This work authorization provides construction management and oversight services for the project. Funding is provided from existing approved budgeted park funds in CDBG-DR2.

Discussion: The current construction agreement with RE Smith provides limited direct construction compliance and oversight. This additional daily ongoing oversight is required to ensure compliance with construction specifications and in coordinating testing and inspections for soils, concrete, grading, steel, and other requirements as the construction proceeds. This oversight was intended to be brought onboard at the proper time as construction proceeds.

Recommendation: Staff recommends approval of a Work Authorization with JET for the aforementioned scope of work and it be approved on an emergency basis per Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin in order to maintain the project schedule to meet the EDA required completion date of May 22, 2017.

COUNCIL BILL NO 2015-376 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and the Joplin Engineering Team a Construction Management Work Authorization. The not to exceed amount of Seventy-Nine Thousand and Eight Hundred and Fifty-Three Dollars ($79,853.00) for construction management services for the Public Park Project (Mercy) and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into a Work Authorization Agreement between the City of Joplin and Joplin Engineering Services. The agreement is not to exceed the amount of Seventy-Nine Thousand and Eight Hundred and Fifty-Three Dollars ($79,853.00) for construction management, oversight, and coordination of inspections and testing.

Section 2. That the Director of Planning Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library and associated infrastructure under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the construction can begin and can be completed in accordance with the EDA required completion date of May 22, 2017.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
ATTEST: Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG-DRII Grant Award Park Budget.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 714 South Main Street Joplin, Missouri 64801	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: Jack Schaller, PE **jschaller@olssonassociates.com**	
Department: **Public Works Department**		Phone: 417-206-9000	Fax: 417-206-9002
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**	Public Park Construction Management	

WORK AUTHORIZATION NUMBER _JET DR-2 Public Park 1__
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A*****- PUBLIC PARK CONSTRUCTION MANAGEMENT**, to include attending project meetings and on-site city representation; contractor pay application review; inspections of critical activities; testing services to ensure construction specification compliance to include asphalt concrete and steel; other related tasks as requested by the city, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **JET DR-2 Public Park 1** exceed the sum of Seventy Nine Thousand, Eight Hundred Fifty Three Dollars and 00/100 Dollars ($79,853.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or

judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Tony Robyn
Assistant Director of Planning & Development

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Olsson Associates, DBA: Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson _____

Title: Senior Vice President _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

Appendix A
Total Project Fee

Public Park Construction Management
Based on 2016 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 7,631
2	Construciton Administration	$ 13,315
3	Construction Inspection	$ 54,978
	Public Park Expenses	$ 3,930
	Total Project Cost (Public Park Construction Management)	**$ 79,853**

MAN-HOUR ESTIMATE - Public Park

Task No.	Description of Work Items / Tasks	Olsson Associates				Total Manhours	Total Labor Fee	Total Olsson Fee
		Client Manager	Senior Inspector	Senior Technician	Assistant Technician			
		$ 159.14	$ 100.79	$ 82.75	$ 60.00			
1	**Project Management**							
	Overall Project Management	10	40			50	$ 5,623	$ 5,623
	Internal Project Management					0	$ -	$ -
	Coordination with Others					0	$ -	$ -
	Design Memorandum					0	$ -	$ -
	Monthly Progress Meetings (6 meetings)		15	6		21	$ 2,008	$ 2,008
13	**Construction Administration**							
	Attend Pre-Construction Meeting					0	$ -	$ -
	Review Shop Drawings					0	$ -	$ -
	Prepare Change Orders					0	$ -	$ -
	Prepare Revision Sheets					0	$ -	$ -
	Answer Design Questions					0	$ -	$ -
	Evaluate substitute "or equal" bids					0	$ -	$ -
	Conduct Site Visits					0	$ -	$ -
	Review and Certify Pay Requests		50	100		150	$ 13,315	$ 13,315
14	**Construction Inspection**					0		$ -
	Construction Inspection			610	75	685	$ 54,978	$ 54,978
	Total Manhours	10	105	716	75	906	$ 75,923	$ 75,923
	Total Labor	$ 1,591	$ 10,583	$ 59,249	$ 4,500		$ 75,923	$ 75,923
	Total Labor and Expenses						$ 79,853	



PUBLIC PARK TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Construction Phase					
Travel, mile (car)	3000	MILES	0.56		$1,680.00
Travel, mile (survey vehicle)		MILES	0.75		$0.00
Cylinders	150	EA	15.00		$2,250.00
			Total		**$3,930.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost + 10%
including express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost + 10%
Copies of deeds, easements, or other project related document	Actual Cost + 10%
Fees for applications or permits	Actual Cost + 10%
Sub-consultants	Actual Cost + 3%

Public Park Assumptions

1. Construction inspection includes Senior Technician being on site 2/3 of an 8 hour day for 100 day construction duration plus 10 - 8 hour days to catch up paperwork to current progress.
2. Monthly pay requests assumes 2 days of review and certify for 6 month construction duration.
3. Senior Technician to spend approximately 4 hours per week for 6 month construction duration for providing quantities.
4. Concrete testing by Assistant Technician estimated at 30 trips for 2.5 hours per trip.
5. Soil testing will be performed by others

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: Work Authorization Number Four to the Master Services Agreement With Deloitte & Touche LLP

Originating Department: Planning and Community Development

Attachments: 1) Work Authorization #3
2) Council Bill No. 2015-407

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

Recommended Action: Approval of Council Bill 2015-4067 for the execution of Work Authorization #4 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide for implementation and administrative activities as they relate to upcoming CDBG-DR projects.

Background: The City of Joplin entered into a consulting agreement with Deloitte & Touch L.L.P. on August 14, 2014 to provide administrative and consulting services for the $113 million second round of Community Development Block Grant – Disaster Recovery funding received by the City. The City of Joplin has submitted to HUD amendments to the initial action plan in the total amount of $52.0 million of the original $113 million

Discussion: On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. Several projects are underway and have implementation (activity delivery costs), including infrastructure design, 20th and Main Streets design, 23rd Street and sanitary sewer for Crossroads, continued sanitary sewer work and construction, subrecipient agreement drafting for Early Childhood Center, Advanced Training Center, Ozark Center, Juvenile Detention Center, Community Clinic. Other approved projects will come on line as action plan amendments are submitted to HUD and will require the same delivery administration costs.

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

General Administration Costs are those administrative costs that are attributable to the overall reporting, compliance, monitoring, and financial record keeping of the grant as a whole.

This Work Authorization provides $1,200,000 for activity delivery costs which are part of the direct implementation of projects including the above projects, $300,000 for general administration and $150,000 in travel expenses for a total of $1,650,000, effective through December 31, 2016.

Recommendation: Approve the execution of Work Authorization #4 of the Master Services Agreement for Professional Administrative and Consulting Services with Deloitte & Touche L.L.P. in an amount not to exceed $1,650,000.00 with an emergency clause.

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

COUNCIL BILL NO. 2015-407 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 4 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide implementation and administrative activities, not to exceed One Million, Six Hundred Fifty Thousand Dollars ($1,650,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City execute Work Authorization Number 4 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed not to exceed Nine Hundred Sixty Eight Thousand Dollars ($1,650,000.00).

Section 2. That the Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

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

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

_____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Deloitte & Touche LLP Address: 400 West 15th Street, Suite 1700 Austin, Texas 78701	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Kathryn Schwerdtfeger Partner	
Department: Planning Development & Neighborhood Services		Phone: 512-691-2333	Fax: 512-480-1333
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 4
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated November 30, 2015 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Deloitte & Touche LLP ("D&T") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated August 1, 2014 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

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

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

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

5. **Payment**.

Client will compensate D&T under the terms in Exhibit A for the Services performed under this Work Authorization.
A) Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 4 exceed the sum of $1,650,000.00.

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

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

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

7. Additional Terms. The City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and its and their respective personnel from all Claims (as defined in the Agreement) attributable to claims of Wallace Bajjali Development Partners, L.P., its subsidiaries, affiliates, subcontractors, or assignees, or its or their respective personnel relating to the Services or Deliverables, and the limitations of liability in Section 17 of the Agreement will not apply to such obligations of the City.

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

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

REVIEWED FOR APPROVAL

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, Interim City Attorney

Consultant: ___Deloitte & Touche LLP_____

By: _____

Printed Name: _Kathryn Schwerdtfeger_____

Title: _____Partner_____

Date: _____

CITY OF JOPLIN

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

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER 4

1. General:
The Scope of Services identified in this Work Authorization are associated with both the Second Partial Action Plan and Third Partial Action Plan as outlined below.

As of the Fifth Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2015-214 on August 17, 2015. The total funds, as approved by the City of Joplin for obligation is $42,524,425 (Grant No. B-13-MS-29-0001) with a budget breakdown as follows:

Activity Costs:	$39,058,669
Administration Costs:	$ 1,237,756 (internal & consultant combined)
Planning Costs:	$ 2,228,000

In accordance with current CDBG-DR requirements, all obligated funds are to be expended within two years of the date of obligation.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than December 31, 2016 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services for Proposed Work Authorization Number 4:

5.0 Design Contractor Procurement	
5.1 Develop RFQ	
	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms
	5.1.2 Identify requirements for cost and schedule earned value reporting (milestones, man-hours) and formats for deliverables to be included
5.2 Public Announcement	5.2.1 Support City in issuing public announcement information regarding upcoming tenders
5.3 Vendor Procurement	
	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process

	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)
5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate
	5.4.2 Document completion of bid evaluation process
5.5 Contract Development / SOW	5.5.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents
5.6 Council Review	5.6.1 Monitor council review, assist in presentation for approval
5.7 Contract Award	5.7.1 Support City in issuing notice of award, and coordination of vetting for approvals by both parties
6.0 Environmental Review	
6.1 Define Project Scope	6.1.1 Aggregate geographically or functionally related activities
6.2 Determine Level of Review	6.2.1 Determine 'Exempt Activities' is required
	6.2.2 Determine 'Categorically Excluded' "Subject to" ("CEST") is required
	6.2.3 Determine 'Categorically Excluded' "Not Subject to" ("CENST") is required
	6.2.4 Determine if Environmental Assessment ("EA") is required
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.
6.5 Complete Compliance Documentation	6.5.1 Complete documentation, as required, for CFR 58.6 Compliance (all projects)
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City.
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.
6.7 Compile Project Records and Perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and other files relevant to the environmental review for City records

	6.7.2 Perform periodic QA/QC throughout the Environmental Review process to ensure adequacy and sufficiency of data.
7.0 Design	
7.1 Programming	7.1.2 Review design contractor payment applications for progress
7.2 Schematic Design	7.2.1 Monitor and confirm schematic design complete
7.3 25% Design Complete	7.3.1 Monitor and confirm 25% design completion
7.4 Design Development	7.4.1 Monitor and confirm DD milestone achieved
7.5 Internal Design QA/QC #1	
	7.5.1 Monitor QA/QC process in line with City requirements.
7.6 75% Design Complete	7.6.1 Monitor and confirm 75% design complete
7.7 Construction Documents	7.7.1 Monitor documents are 'Issue for Construction'
7.8 Internal Design QA/QC #2	
	7.8.1 Monitor QA/QC process in line with City requirements.
	7.8.2 Procure independent design-check services if required due to technical issues/work load
7.9 100% Design Complete	7.9.1 Monitor and confirm 100% design complete
8.0 Construction Procurement	
8.2 Bid Advertisement	8.2.1 Develop advertisement document for issuance by the City
8.3 Public Meeting/Bid Opening	8.3.1 Coordinate public meetings and bid openings as required
8.6 Council Review	8.6.1 Monitor council review, assist in presentation for approval
8.7 Contractor Documentation	8.7.1 Review documentation for compliance, coordination of vetting for approvals by both parties
8.8 Contract Award	8.8.1 Support City in issuing notice of award
8.9 Preconstruction Meeting with Awardee	8.9.1 Conduct preconstruction meeting to confirm plans, timetables, deliverables and processes for reporting, change management etc
8.10 Construction NTP	8.10.1 Develop NTP for issuance by City
9.0 Construction	
9.1 Mobilization	9.1.1 Review mobilization plan, incorporate milestones into integrated project schedule
9.2 Construction	
	9.2.1 Monitor construction progress through milestones and deliverables prescribed to contractors, periodic site visits
	9.2.2 Review contractor payment applications for progress

9.3 Project Change Management	9.3.1 Define change management process and monitor for project cost/schedule impacts
	9.3.2 Assess potential change order/claims and associated cost/schedule impacts
	9.3.3 Review associated estimates; determine if independent estimate is required
	9.3.4 Incorporate pending and approved change orders into project cost reports and schedules
9.5 Closeout & Punch lists	9.5.1 Project close-out assistance through compilation of documentation, registers and monitoring of punch list resolution

In addition, we also further explored the guidance regarding costs that are attributable to projects (referred to by HUD as 'Activity Dependent Costs'). Attached is a snapshot of costs estimated for Work Authorization Number 4 which we anticipate can be classified as ADC/project-specific costs or program administration costs.

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. The majority of the tasks we propose under this 'Work Authorization 3' we anticipate will be ADC/Project-specific. We anticipate that time incurred in preparing non-project specific deliverables would be allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, it might be that procurement activities – which are currently noted as administrative costs in our table above – could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Program Administration - but shown as part of the project implementation and identified with a final cost objective - may be able to be reclassified as ADC/project-specific costs. The City should consider proceeding with keeping these costs under Program Administration until these projects move towards construction, at which time they may be able to be converted to ADC/project-specific costs as well.

5. BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: November 23, 2015 END: April 30, 2016

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-specific Costs		**$1,200,000.00**
	Planning Costs		**$0.00**
	Program Administration Costs		**$300,000.00**
	Total Travel Costs		**$150,000.00**
26	**GRAND TOTAL**		**$1,650,000.00**

6. Payment /Fee Schedule:

In the event Consultant is asked to undertake certain activities which constitute ADC tasks, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration costs budget. The Consultant hourly rate schedule *(see below)* will apply for all tasks under this Work Authorization. These rates are effective until May 31, 2016.

Our per-hour billing rates are provided below.

Role	Hourly Rate
Partner, Principal, Director	$249
Program/Senior Manager	$221
Manager	$195
Senior Staff	$166
Junior Staff	$140
4J Functional Lead	$125
CDBG-DR Subcontractor	$40

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, D&T may suspend or termination the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for D&T's personnel or on D&T's income or property.

Each Invoice must detail, at minimum, all of the following:

- The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
- The amount separated by Activity Delivery Costs and Program Administration Costs. [Note: Consultant will request additional reimbursement for those activities the City agrees that are Activity Delivery Costs beyond the Program Administration Costs paid through this contract.]
- The amount reimbursed by Grant Budget line-item to date.
- The total amount reimbursed under the Grant Contract to date.
- The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:

- Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
- Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

AGREED AND ACCEPTED:

DATE: _____

Deloitte & Touche LLP

BY: _____

NAME: Kathryn Schwerdtfeger
TITLE: Partner

City of Joplin

BY: _____

NAME:
TITLE:

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: CDBG-DR Sub-Recipient Agreement with Joplin Area Chamber of Commerce Foundation
Originating Department: Planning & Community Development

Attachments: 1) Council Bill No. 2015-408
2) CDBG-DR Sub-Recipient Agreement

Planning, Development & Neighborhood Services Director: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm

Recommended Action: Approval of Council Bill No. 2015-408

INTRODUCTION:

The following Council Bill is for an agreement between the City of Joplin and the Joplin Area Chamber of Commerce Foundation (Advanced Training & Technology Center Phase I) to develop an existing facility into a technical training, innovation and economic development support center. The primary focus of the Center will be to provide training for the City's workforce and Low to Moderate Income residents. City Council previously approved this activity in the Round II Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 7 to the Initial Action Plan (Partial Action Plan 3) on July 20, 2015.

DISCUSSION:

The proposed Advanced Training and Technology Center will help fill gaps in the area's workforce, provide better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living. The Advanced Training & Technology Center aims to enhance the skills of nearly 2,000 LMI residents over the next 5 years with the intent of providing local businesses with better skilled employees. Within walking distance of three homeless shelters, the center could encourage some of Joplin's most at risk residents to pursue training and employment.

The agreement provides for reimbursement of costs in an amount not to exceed $3,900,000.00 that will be incurred in the purchase of the building, design, and renovations related to the Advanced Training & Technology Center.

RECOMMENDATION:

City Staff recommends the approval of Council Bill 2015-408 on an emergency basis, meaning of Section 2.12(1) and 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the improvement and preservation of a public facility, so the Joplin Area Chamber of Commerce Foundation may complete the purchase and renovation of an existing facility into a technical training, innovation and economic development support center. These renovations will help preserve the building so it does not fall in disrepair as well as creating job opportunities for unemployed citizens with urgent needs.

COUNCIL BILL NO. 2015-408 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Joplin Area Chamber of Commerce Foundation in the amount of Three Million Nine Hundred Thousand dollars ($3,900,000.00) to provide funding for the purchase and renovation of an existing facility into a technical training, innovation and economic development support center, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

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

WHEREAS, there was a negative economic impact, including job loss, due to the effects of the Tornado; and

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

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

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

Section 1. That the City enter into an Agreement no sooner than the Approval of the Release of Funds from the U.S. Department of Housing and Urban Development has been received, or Agreement in substantially similar in form, between the City of Joplin and Joplin Area Chamber of Commerce Foundation in the amount of Three Million Nine Hundred Sixty Thousand dollars ($3,900,000.00) to provide funding for the purchase and renovation of an existing facility into a technical training, innovation and economic development support center. These renovations will help preserve the building so it does not fall in disrepair as well as creating job opportunities for unemployed citizens with urgent needs.

Section 2. That the Director of Planning, Development and Neighborhood Services of the city of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar in form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) and 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the improvement and preservation of a public facility, and as such, is considered an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CDBG-DR SUB-RECIPIENT AGREEMENT BETWEEN
THE CITY OF JOPLIN
AND
JOPLIN AREA CHAMBER OF
COMMERCE FOUNDATION

THIS SUB-RECIPIENT AGREEMENT ("Agreement") entered this day of December, 2015, by and between the City of Joplin (herein called the "Grantee") and the Joplin Area Chamber of Commerce Foundation, DUNS# 080015463 (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2013, Public Law 113-2, Federal Award ID# B-13-MS-29-0001; and

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

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

I. SCOPE OF PROJECT

A. Activities

Joplin Area Chamber of Commerce Foundation (Sub-Recipient) will be responsible for administering a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant 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, Disaster Recovery program:

Program Delivery
Activity: Purchase and renovate the proposed approximately 51,000 sq. ft. building located at 420 S. Grand Avenue, Joplin, Missouri 64801 (herein called the "Property") for the original intended purpose of the development of an advanced technical training, innovation, and economic support services facility.

Federal Award Description
As required under 2 CFR Part 200 Subpart D §331(a)(ix) provide assistance for purchase and rehabilitation costs for retrofitting a training facility devoted to providing services to develop and/or enhance the skill sets of the Joplin-area workforce and also address the gaps in the Joplin's workforce, resulting in better-skilled workers, particularly Low to Moderate Income ("LMI") residents, allowing these trained individuals the opportunity for employment in positions that may provide them a higher professional income, better benefits and more personal stability.

This award is not intended for Research & Development activities.

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

The Sub-Recipient shall provide the Grantee with a resolution from its governing board accepting the terms, conditions and obligations of this Agreement, and directing it's duly authorized representative to execute the Agreement on behalf of the Sub-Recipient; said resolution to be attached to this Agreement and identified as Exhibit A.

B. National Objectives
All activities funded with CDBG-DR funds must meet one of the CDBG-DR 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 Sub-Recipient certifies that the activity(ies) carried out under this Agreement will meet the Low-Moderate Income Limited Clientele activity [570.208(a)(2)(i)(a)]. This activity is eligible under the category Public Facilities and Improvements [570.201(c)]. Sub-Recipient will use Demographic/Income form to document the national objective. See Appendix A/B

C. Project Compliance Requirements
Sub-Recipient agrees to adhere and comply with all CDBG-DR project compliance requirement, including yet not limited to the following:

1. Follow CDBG-DR regulations for procuring property and services
2. Maintain proper financial and program administration records related to the management of Project as identified by Grantee (i.e., procurement records, invoices, time sheets, etc.)
3. Complete the purchase and renovation of the identified structure without exceeding the approved Project budget and schedule (Schedule and Budget Attached as Exhibit B)
4. Ensure that the use of State of Missouri Prevailing wage determinations and/or Davis Bacon wage determination (whichever is higher)
5. Serve at least 51% LMI clientele for at least a period of 5 years after the close out of the grant from which the assistance to the property was provided (period of performance)
6. The Sub-Recipient may not change the original intended purpose and/or use of the Property for the entirety of the useful life of the building unless the Sub-Recipient has obtained the prior written approval of the City, said approval will be at the sole discretion of the City. In addition, the Sub-Recipient shall maintain compliance with the requirements described in Section VIII Administrative Requirements, Subsection E Use and Reversion of Assets.
7. The Sub-Recipient will secure and submit to the Grantee income verification information from all individuals benefiting from this grant including those enrolled in training courses, business incubator services and Maker's Space activities. This documentation will include individual's most recent IRS W2 Form or IRS Form 1040 Return, or a completed and fully executed IRS 4506-T Form. The IRS 4506-T Form will only be submitted to the IRS by the Sub-Recipient if

the participating individual's W2 Form or IRS Form 1040 Return is not received by the Sub-Recipient within three (3) weeks after the official enrollment date of the individual.

The proposed construction on Parking Lot B (former FEMA shelter site) will disturb more than 1,000 square feet, triggering the City's Storm Water requirements, and requiring:

1. Detention of storm water runoff:
    a. The calculated volume to account for the 100-year storm event, and be based on the difference in volumes generated between a meadow and the post-project site
    b. One of two types of storm-water remediation requirements permitted to be constructed: above ground detention (pond or parking lot) and below ground storage; OR,
2. Payment of a buyout fee in lieu of detention. The buyout rate is currently set at $14,267 per acre of impervious surfaces for sites that are not zoned R1 (residential)
    a. Note that financial issues do not qualify as extenuating circumstances
    b. Prior to requesting a buyout, the Sub-Recipient must demonstrate through an engineering study that the site does not lend itself to detention of the volume of runoff generated. An engineer licensed in the State of Missouri must provide such documentation

Section 10.7.G of the City's Storm Water Management Criteria Manual explains that paved parking lots may be designed to provide temporary storage of storm water on a portion of their surfaces, such that:

1. Detention areas shall not be located in a primary parking lot which is defined as the most accessible 80 percent of the total parking for a facility
2. Depth of storage shall be limited to a maximum of 12 inches
3. The maximum limits of ponding are no closer horizontally than 10 feet to any building unless waterproofing of the structure and pedestrian access to the building are documented, and vertically not less than two feet below the lowest building sill elevation
4. Retaining walls or curbs used to contain storm water in parking lots must be constructed of reinforced concrete
5. Parking lot detention areas are exempt from sediment storage requirements
6. Sub-Recipients further agree to comply with any public posting requirement that the City of Joplin may issue related to this storm-water detention site

D. <u>Project Accomplishments – Goals and Performance Measures</u>

The Sub-Recipient must ensure the following:

1. Selected building meets regulations set forth by the City of Joplin Building and Code Division in order to obtain a building permit/certificate of occupancy
2. All contractors and sub-contractors are registered on SAM.gov
3. Building purchase and renovation occurs within a one (1) year time frame from the execution of this Sub-recipient Agreement
4. All records and files related to the proposed purchase and renovation are maintained and submitted to the city as required
5. All invoices are reviewed for completeness prior to submitting to the City for their review and reimbursement

E. Staffing

Staff Member & Title	General Project Duties
- Rob O'Brian, President	- Authorized contract signatory and project supervision
- Tonya Sprenkle, Vice President and Secretary	- Aid in guidance and supervision
- Steve Russell, Executive Director of Joseph Newman Innovation Center	- Director of the Center's day to day operations
- Cindy Weiss, Finance Director	- Financial services and reporting

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

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-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 Sub-Recipient within a reasonable period of time after notification by the Grantee, Agreement suspension, termination, and recapture procedures may be initiated.

II. PERIOD OF PERFORMANCE

Services shall start on the day of December 2015 and end on the day of December 2016

Funds will not be available to the Sub-Recipient from the CDBG-DR Program after the completion date, unless otherwise approved by Grantee. Any extension request would need to be approved by the City of Joplin. To obtain such an extension the Sub-Recipient must submit a written letter to be approved by the Grantee.

III. BUDGETS – DEVELOPMENT & OPERATION

The Grantee will reimburse the Sub-Recipient for not more than Three Million Nine Hundred Thousand Dollars ($3,900,000.00) to purchase and renovate the proposed approximately 51,000 sq. ft. building for the development of an advanced job training and business incubator facility. A copy of the budget and project schedule will be attached as Exhibit B.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (1) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

IV. PAYMENT

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

Three million nine hundred thousand and No/100 ($3,900,000) Dollars

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Section III herein. Expenses for general administration for both the Grantee and the Sub-Recipient shall also be paid against the budget specified in Paragraph III. All payments will be on a reimbursement basis contingent upon proper documentation provided.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 2 CFR Part 200 Subpart D §305.

V. COMMUNICATIONS, NOTICES & DEMANDS

General project communications 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. 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.

Communications, official notices, demands and other details concerning this Agreement shall be directed to the following representatives:

Grantee		Sub-Recipient	
Name:	Troy Bolander	Name:	Rob O'Brian
Title:	Director of Planning, Development & Neighborhood Services	Title:	President
Grantee:	City of Joplin 602 South Main Street Joplin, Missouri 64801	Sub-Recipient:	Joplin Area Chamber of Commerce Foundation 320 East 4th Street Joplin, MO 64801
Phone:	(417) 624-0820 ext. 510	Phone:	(417) 624-4150
		Fax:	(417) 624-4303
Fax:	(417) 525-4738	Email:	rob@joplincc.com
Email:	tbolande@Joplinmo.org		

VI. SPECIAL CONDITIONS

The final 5% of this grant, or one hundred ninety five thousand ($195,000) Dollars will be withheld from reimbursement until all documentation is received by the Grantee for this activity. Required documentation shall include proof that the Sub-Recipient has made final payments to all vendors contracted to perform services under this grant and that the work is substantially complete.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with CDBG-DR funds.

A. General Compliance

The Sub-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 Disaster Recovery(CDBG-DR)) including subpart K of these regulations, except that the Sub-Recipient does not assume the City's environmental responsibilities described in 24 CFR 570.604. The Sub-Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-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 Sub-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 Sub-Recipient is an independent contractor.

C. Hold Harmless
The Sub-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 Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement, except for claims, actions, suits, charges, and judgments arising from the Grantee's performance or nonperformance of its duties and obligations called for in this Agreement.

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

E. Insurance & Bonding
Consistent with the requirements of 2 CFR Part 200 Subpart D §304 and §310, the Sub-Recipient shall carry sufficient insurance coverage to protect Agreement 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 the Grant amount.

The Sub-Recipient, at the Sub-Recipient's sole cost and expense, shall maintain the following insurance coverage for the Property:

- Fire and Extended Coverage in the amount of Three Million Nine Hundred Thousand Dollars ($3,900,000.00), and
- General Liability Coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) aggregate.

The Sub-Recipient agrees to add Grantee as an additional insured party on all required insurance policies, including being listed as 'Loss Payee". The Sub-Recipient also agrees to procure endorsements on the required insurance policy(ies) wherein and whereby the insurance company will agree that the Grantee will be given ten (10) days advance written notice of any cancellation or reduction of insurance under such policy and that copies of all endorsements issued after the date of such policy will be forwarded to the Grantee. In the event the Sub-Recipient fails to pay any premium on such policy when due, the insurance company agrees to notify Grantee of such past-due payment status.

F. Grantee Recognition
The Sub-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 Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The Sub-Recipient agrees not to use CDBG-DR funds for

such recognition and/or any other promotional material or efforts.

G. Amendments

The Grantee or Sub-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 and Sub-Recipient's respective governing bodies. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-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 Sub-Recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, the Grantee may suspend or terminate this Agreement if the Sub-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 Sub-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 Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either the Grantee or the Sub-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.

I. Recapture

In the event that the Sub-Recipient has, in the Grantee's sole discretion, failed to comply with the Sub-Recipient Agreement or any other CDBG-DR program requirement, the Sub-Recipient shall perform reasonable remedial actions determined appropriate by the Grantee to correct the deficiency, which actions may include, but are not limited to:

1. The repayment or reimbursement to the Grantee of inappropriately used CDBG-DR funds;
2. The return of any equipment, real property, materials, or supplies purchased, leased, or lease purchased using CDBG-DR funds to Grantee or the supplier; and,
3. Reasonable other actions the City deems appropriate

The Grantee may terminate the Sub-Recipient Agreement in whole or in part, at any time,

including before Project completion, whenever it is determined by the Grantee that the Sub-Recipient has failed to comply with the conditions of the Agreement. The Grantee shall notify the Sub-Recipient in writing of the determination and the reasons for the termination, together with the effective date. It shall be the Sub-Recipient's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.

J. Taxes

The Sub-Recipient agrees to pay any and all real estate taxes and general and special assessments legally levied upon or assessed against the Property and any improvements upon the Property as the same may become due and payable.

K. Liens

Sub-Recipient understands and agrees not to allow liens of any nature to be filed against the Property or it's improvements without the prior written approval of the Grantee. Sub-Recipient shall not do or suffer anything to be done whereby the Property and its improvements may be encumbered by mechanics' liens or similar liens, and Sub-Recipient shall whenever and as often as any mechanic's or any other work in, on or about the Property done by, for or under the authority of Sub-Recipient, discharge the same of record within ten (10) days after the date of filing. The Sub-Recipient shall provide the City with a performance bond for the full amount of the purchase and renovation of the building.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-Recipient agrees to comply with 2 CFR Part 200 Subpart D §302 - §303 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 Principals

The Sub-Recipient shall administer its program in conformance with Cost Principles as outlined in 2 CFR Part 200 Subpart E, 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 Sub-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-DR 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-DR assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR Part

200 Subpart D §333; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-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 Quarterly Performance Report (QPR) 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 Sub-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 Sub-Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this Agreement, 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 Sub-Recipient's CDBG regulatory 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, de-obligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG-DR funds, including program income.

6. Audits & Inspections

All Sub-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 Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub- Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may

result in the withholding of future payments.

The Sub-Recipient shall have an annual audit by a Certified Public Accountant conducted in accordance with current Grantee policy concerning Sub-Recipient audits and 2 CFR Part 200 Subpart F (Audit required if the Sub-Recipient receives $750,000 or more in federal funds).

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective (programs and projects) and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities, as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives.

2. Payment Procedures

The Grantee will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-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 Sub-Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-Recipient.

3. Quarterly Progress Reports

The Sub-Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. In order to comply with HUD reporting requirements, the Sub-Recipient shall submit Quarterly Progress Reports 15 days after the close of the calendar Quarter (i.e., January 15, April 15, July 15, October 15) at the sole discretion and direction of the Grantee such reports will include yet not be limited to the following information: obligated funding amount, expended funding amount, and activities completed and compliance data collected to-date.

D. Procurement

1. Compliance

The Sub-Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Sub-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 unexpended program assets (including property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards
   Unless specified otherwise within this agreement, the Sub-Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36.

3. Travel
   The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the Joplin, Missouri 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 2 CFR Part 200 Subpart D and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Sub-Recipient shall transfer to the Grantee any CDBG-DR 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 Sub-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-DR National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-Recipient fails to use CDBG-DR- assisted real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, the Sub-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-DR funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-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 Sub-Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG-DR 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-DR funds used to acquire the equipment].

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

The Sub-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 Sub-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-DR-

assisted project. The Sub-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 Sub-Recipient agrees to comply 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 Sub-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 Agreement 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 Agreement, the Sub-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 Sub-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 Sub-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 Sub-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 Sub-Recipient shall submit a plan for an Affirmative Action Program to the Grantee for approval.

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

The Sub-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 Agreement. As used in this Agreement, 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 Sub-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 Sub-Recipient shall furnish and cause each of its own Sub-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 Sub-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 Sub-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 Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions
   The Sub-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 Sub-Recipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Sub-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; or nepotism activities.

   2. Labor Standards
      The Sub-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 Sub-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 Sub-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 Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-Recipient and any of the Sub- Recipient's Sub-Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

b. Notifications

The Sub-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 Sub-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 Sub-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"

Sub-recipient 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 Agreement with the City of Joplin. Sub-recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Sub-recipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Sub-Recipient 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 Sub-Recipient, 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. Sub-recipient agrees to hold harmless and indemnify the City for any

liability due to Sub-Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Sub-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 Sub-Recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution with such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-Recipient shall review and certify sub-contractors and shall submit the documentation to the City for their approval prior to entering into any contracts.

b. Monitoring

The Sub-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 Sub-Recipient shall cause all of the provisions of this Agreement 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 Sub-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 Sub-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 Sub-Recipient agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318 and 570.611, which include (but are not limited to) the following:

a. The Sub-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 Sub-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-DR-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-DR-assisted activity, or with respect to the proceeds from the CDBG-DR-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 Sub-Recipient, or any designated public agency.

5. Lobbying

The Sub-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 Sub-Recipients shall certify and disclose accordingly

6. Copyright
   If this Agreement 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 Sub-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 Sub-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 Sub-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 Sub-Recipient agrees that any construction or rehabilitation of 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-DR-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 Sub-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 Sub-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. HANDBOOK FOR CDBG SUBRECIPIENTS

Sub-Recipient is required and agrees to follow the requirements found in the U.S. Department of Housing and Urban Development office of Community Planning and Development, Community Development Block Grant Program handbook "*Playing by the Rules*". This handbook is found as Appendix D.

XIII. FEDERAL AWARD INFORMATION

As required under 2 CFR Part 200 Subpart D §331, the following information under HUD CDBG-DR Award #B-13-MS-29-0001 is provided with regard to the disaster relief funds awarded to the Grantee:

a. Federal award date: May 2013
b. Federal award amount: $113,276,000
c. Funds obligated by this action: $3,900,000
d. This award does not have an Indirect Cost Rate, negotiated or de minimus

XIV. SERVABILITY

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.

XV. 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.

XVI. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-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.

XVII. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Grantee and the Sub-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 Sub-Recipient with respect to this Agreement.

Date: _____

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

City of Joplin, Missouri A Municipal Corporation	_____ _____
Signature: Troy Bolander Planning, Development & Neighborhood Services Director	Signature: Rob O'Brian Joplin Area Chamber of Commerce Foundation President

STATE OF MISSOURI)) ss.

COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is_____and I am the_____. 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_____, 2015.

_____
Notary Public

My commission expires:

_____

Appendix A

CDBG-DR Income/Demographic Form
(To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that is required to meet certain standards. Completion of this form and this information will be kept confidential, with access only to the Sub-Recipient, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS).

2. **FAMILY INCOME: $_____.00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item. Documentation will include a copy of the most recent IRS W2 or IRS Form 1040 Return, and/or a filled out and signed IRS 4506-T Form**

3. **ELDERLY: _____person(s)**
   Elderly: how many persons in your family are 62 years of age and over?

4. **HANDICAPPED: _____person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities.

5. **ETHNICITY (Check one box only):** ☐ Hispanic or Latino ☐ Not Hispanic or Latino

6. **HEAD OF HOUSEHOLD:** ☐ Male ☐ Female

7. **RACIAL DESIGNATION**: Indicate number of family members in each individual category below:

__ White	__ Black/African American	__ Asian
__ American Indian/Alaskan Native	__ Native Hawaiian/Other Pacific Islander	__ American Indian/Alaskan Native & White
__ Asian & White	__ Black/African American & White	__ American Indian/Alaskan Native & Black/African American
	__ Other	

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and HUD."

_____ _____
Print Name Date

_____
Sign Name

If you need assistance completing this form, please check with the Joplin Area Chamber of Commerce Foundation for assistance.

For Sub-Recipient Use Only

Name of Grantee: _____

Appendix B

CITY OF JOPLIN COMMUNITY DEVELOPMENT
2015/2016 INCOME/DEMOGRAPHIC SUMMARY FORM

FAMILY SIZE (a)	LMI Families (See 2nd Page for Income Limits)			TOTAL LMI PERSONS [(b)+(c)+(d)] * (a)
	Extremely Low (b)	Low (c)	Moderate (d)	
1 PERSON				
2 PERSONS				
3 PERSONS				
4 PERSONS				
5 PERSONS				
6 PERSONS				
7 PERSONS				
8 PERSONS				

Non-LMI Families (e)	TOTAL Non-LMI PERSONS

1. TOTAL NUMBER OF SURVEYS DISTRIBUTED:	
2. TOTAL NUMBER OF HISPANIC OR LATINO:	

3. RACIAL DESIGNATION	NUMBER OF INDIVIDUALS	NUMBER OF HISPANIC (All Races Can Also Be Hispanic)
A. WHITE		
B. BLACK/AFRICAN AMERICAN		
C. ASIAN		
D. AMERICAN INDIAN /ALASKA NATIVE		
E. NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER		
F. AMERICAN INDIAN/ALASKAN NATIVE & WHITE		
G. ASIAN &WHITE		
H. BLACK/AFRICAN AMERICAN & WHITE		
I. AM. INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM		
K. OTHER MULTI-RACIAL		

	NUMBER	PERCENT
4. ELDERLY/AGE 62 OR OLDER		
5. HANDICAPPED/DISABLED		
6. FEMALE HEAD OF HOUSEHOLD		

DATE:_____

SIGNATURE:_____

Return to: City of Joplin, Community Development, 602 South Main Street, Joplin, Missouri 64801 at the end of project.

FY 2015 Income Limits Summary

Joplin, MO MSA Median Income: $51,000

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	$11,770	$15,930	$20,090	**$24,250**	$27,300*	$29,300*	$31,350*	$33,350*
Very Low (50%) Income Limits	$17,700	$20,200	$22,750	**$25,250**	$27,300	$29,300	$31,350	$33,350
Low (80%) Income Limits	$28,300	$32,250	$36,400	**$40,400**	$43,650	$46,900	$50,100	$53,350

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

* * The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2015 Fair Market Rent documentation system.

Appendix C

Public Facility Grant Document Checklist

Name of Sub-Recipient:

All Activities Should Have the Following:

__ Must be a 501 (c) 3 tax exempt organization

__ Must not discriminate against any persons on the basis of religion

__ Program Information (brochures, etc.)

__ Signed Written Agreement

__ Income/Demographic Form

__ Must not provide religious instruction or counseling

__ Schedule of proposed work

Does the Activity Involve Asset Procurement? Yes __No

If Yes, Include the following:

__ Procurement Threshold Chart

__ Bid Tabulation Forms (Telephone, Written, and Formal)

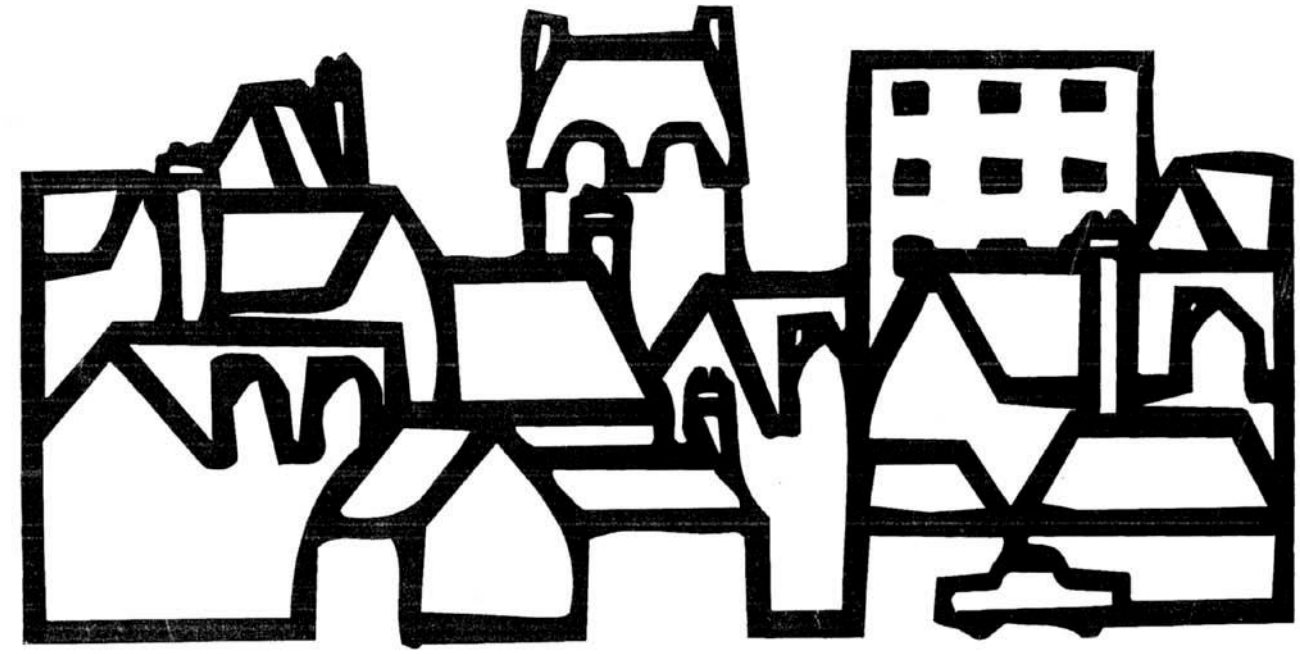
Appendix D

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Community Planning and Development Community Development Block Grant Program

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

March 2005



HUD-2005-05-CPD http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

Playing by the Rules

A Handbook for CDBG Sub-recipients on Administrative Systems

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

Updated Reprint
March 2005

TABLE OF CONTENTS

CONTENTS **PAGE**

PROLOGUE: A MESSAGE TO CDBG SUBRECIPIENTS vi

1.1 INTRODUCTION 1–1

1.2 How to Use This Handbook 1–2

1.3 Summary of Principal Regulations Governing CDBG Administrative Systems 1–3

2.1 FINANCIAL MANAGEMENT 2–1

2.2 Overview 2–4
2.3 Internal Controls 2–4
2.4 Accounting Records 2–6
2.5 Allowable Costs 2–8
2.6 Source Documentation 2–11
2.7 Budget Controls 2–13
2.8 Cash Management 2–13
2.9 Financial Reporting 2–16

2.10 Other Miscellaneous Requirements for Subrecipient Financial Management Systems 2–17

Exercise for Chapter 2.0 — Financial Management 2–19

3.1 PROCUREMENT AND CONTRACTING 3–1

3.2 General Procurement Provisions 3–3
3.3 Permitted Approaches to Procurement 3–6
3.4 Bonding 3–9

3.5 Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses 3–10

Exercise for Chapter 3.0 — Procurement and Contracting 3–11

4.1 PROPERTY MANAGEMENT AND DISPOSITION 4–1

4.2 Overview 4–4
4.3 Real Property 4–4
4.4 Personal Property — Equipment 4–5
4.5 Personal Property — Supplies 4–8
4.6 Personal Property — Copyrights 4–8

Exercise for Chapter 4.0 — Property Management and Disposition 4–9

5.1 RECORD-KEEPING AND REPORTING REQUIREMENTS 5–1

5.2 General Record-Keeping Requirements 5–3
5.3 File Organization and Maintenance 5–5
5.4 Retention of Records 5–7
5.5 Access to Records 5–7
5.6 Reporting Requirements 5–7

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements 5–14

6.1 OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS 6–1

6.2 Program Income 6–3
6.3 Programmatic and Budget Changes 6–4
6.4 Civil Rights and Fair Housing; Employment and Contracting Opportunities 6–5
6.5 Labor Standards 6–8
6.6 Environment Requirements 6–8
6.7 Historic Preservation 6–9
6.8 National Flood Insurance Program 6–9
6.9 Floodplain Management 6–9
6.10 Relocation, Real Property Acquisition, and One-for-One Housing Replacement 6–10
6.11 Lead-Based Paint 6–10
6.12 Political Activity 6–13
6.13 Conflict of Interest 6–13
6.14 Program Monitoring 6–14
6.15 Suspension and Termination 6–14

Exercise for Chapter 6.0 — Other Administrative and Program Requirements 6–15

7.1 AUDITS 7–1

7.2 General Audit Requirements 7–3
7.3 Internal Control and Compliance Review 7–4
7.4 Audit Reports 7–4
7.5 Auditor Selection/Procurement 7–5
7.6 Audit Costs 7–6
7.7 Audit Review and Resolution 7–6

Exercise for Chapter 7.0 — Audits 7–9

8.1 CLOSEOUT 8–1

8.2 Overview 8–3
8.3 Closeout Procedures 8–3
8.4 Cost and Cash Adjustments 8–4
8.5 Continuing Subrecipient Responsibilities 8–5

Exercise for Chapter 8.0 — Closeout 8–6

EXHIBITS: 1-1 Regulatory Framework for CDBG Entitlement Program 1–7
4-1 Rules for Property Management and Disposition 4–2
5-1 Record-Keeping Checklist for Tracking Activities 5–11

PROLOGUE: A MESSAGE TO CDBG SUBRECIPIENTS

As Community Development Block Grant (CDBG) subrecipients, you are an indispensable part of the CDBG Entitlement program. You provide grantees and the U.S. Department of Housing and Urban Development (HUD) with assurance that the diverse communities, groups, and individuals whom the CDBG program is intended to serve are in fact reached by the program. Your participation provides:

- Access to, and knowledge of, the specific neighborhoods and beneficiaries served by the program.
- Technical and managerial capabilities that might not otherwise be available to grantees.
- A mechanism for assuring citizen participation by involving the intended beneficiaries in the design and delivery of those services.

Without your continued involvement and support, the CDBG program could not address the broad range of needs in our communities. Whether you are a governmental agency, a non-profit organization, or a for-profit entity, HUD and the more than 1,000 CDBG Entitlement grantees count on you to make sure that needed services are delivered in a cost-effective way. This is not an easy task. Despite numerous accomplishments in program delivery, many of you have encountered administrative problems in achieving your mission; hence, the motive for this handbook.

Common Subrecipient Problems

The majority of difficulties experienced by subrecipients lay in the area of financial management, administrative systems, documentation, and record keeping. Many of these problems are attributed to:

- Limited experience in dealing with Federally-funded programs.
- Lack of adequate staffing or financial resources available on a consistent basis.
- Limited understanding about how to meet the complex administrative requirements that must be satisfied in using Federal funds for CDBG activities.
- Limited oversight, communication, or management support from grantees.

Subrecipient Responsibilities

You and your grantees share joint responsibility for carrying out permitted activities in conformance with applicable Federal requirements. Grantees and subrecipients are partners. Both partners must accept the fact that there is no such thing as a "free lunch." In return for Federal funding, grantees and subrecipients agree to comply with the laws and regulations governing the use of those funds. A central principle is that most of the Federal requirements imposed on the grantee are passed along to you, the subrecipient. As more experienced subrecipients can attest, the more you know about the rules, the more efficient you can be in designing and conducting your activities. Playing by the rules does not detract from your performance; it enhances it (and enables you to continue receiving funds).

Regulatory compliance and performance go hand-in-hand. Performance measurement is an effective management technique that enables grantees to analyze the benefits of their investments. It is a mechanism that tracks the progression of projects and evaluates their overall program effectiveness. The CDBG program requires that each grantee submit a performance and evaluation report concerning the use of CDBG funds, together with an assessment of the relationship of the use of funds to the objectives identified in the grantee's Consolidated Plan.
Subrecipients should also establish goals and measure their performance in a manner consistent with the grantee's performance measurement system.

In using Federal funds the cardinal rule is: **documentation.** The achievement of program goals and the completion of activities must be supported by adequate documentation of the facts. If your activities, personnel, procedures, expenditures, and results are not documented properly, from the Federal Government's perspective, you have not done your job, *regardless of your accomplishments*. Appropriate records are the lifeblood of all successful CDBG agencies.

Finally, successful CDBG programs depend upon the commitment of grantees and subrecipients to **effective management practices**. These include: (1) supporting cooperative, problem-solving relationships among HUD, grantees, and subrecipients; (2) working toward continuous improvement in regulatory compliance and timely program performance; (3) maintaining open and frequent communications among all participants; and (4) focusing on preventing problems first, rather than curing them later. Such a commitment to effective management will assure that the "minimum requirements" specified in the handbook and the training do not become "maximums" for either grantees or subrecipients.

This handbook is designed to help you understand the administrative requirements that apply to the use of Federal funds for the delivery of CDBG programs and activities. Not surprisingly, you will find the bulk of these requirements reflect common sense and good business practices, like balancing your checkbook or shopping for the lowest price. We hope that what you learn from this handbook about meeting CDBG administrative requirements will save you from major headaches later on.

You will also recognize that most of the standards presented in this handbook represent the ***minimum requirements*** prescribed by Federal regulations, not ***optimum*** or ***maximum.*** Therefore, we hope your agency will resist the temptation to allow these standards to become "maximums" for its activities, but rather, will seek to use these regulations as a path to optimum performance and full achievement of all your goals.

This handbook had not been updated since its first printing in 1993. The changes currently being made reflect the incorporation of OMB Circulars A-102 and A-110 into the HUD Common Rule at 24 Code of Federal Regulations (CFR) Parts 84 and 85, as well as changes to the CDBG regulations that were made between 1993 and 2003.

Experience has shown that activities undertaken by subrecipients are potentially high risk. Many subrecipients have excellent intentions but use volunteers or inexperienced staff who don't know Federal requirements. In our efforts to promote timely expenditure of CDBG funds, we also found that delays in subrecipient activities were a cause for grantee failure to comply with the timeliness requirements at 24 CFR 570.902.

Over 10 years have passed since CPD first issued the three related publications dealing with subrecipients. This material is now being updated because in the intervening years, some administrative requirements have changed, grantees and subrecipients have experienced staff turnover, and new subrecipients are participating in the program. It is again time to focus grantees' attention on their responsibilities for subrecipient oversight and to encourage entitlement communities to take a fresh look at their internal processes for subrecipient selection, training, management, and monitoring.

This is an opportunity for grantees to distribute copies of Playing by the Rules to all their subrecipient organizations and to conduct training for both grantee and subrecipient staff, using the newly issued Training CDBG Subrecipients in Administrative Systems as a guide. Because both these publications are available from the HUD Web site*, it has been made easier for grantees to distribute materials and to conduct this training. In addition to promoting program compliance, the sound management practices advocated in these publications can also serve to facilitate the development of performance measures for project implementation. Such actions will result in improved delivery of CDBG programs to the intended program beneficiaries, the low- and moderate-income residents of the community.

*http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

CHAPTER 1.0: INTRODUCTION

The purpose of this handbook is to provide subrecipients of CDBG Entitlement funds with an explanation of the basic administrative requirements of the CDBG program. A **"subrecipient"** is a public agency, a private non-profit organization, in some circumstances a Community-Based Development Organization (CBDO), or perhaps even a for-profit entity that has been provided CDBG funds by the local "grantee" (the city or county) to carry out agreed upon activities that are eligible under the Federal regulations. While you may not technically meet the CDBG definition of a "subrecipient," your grantee may want to treat you like one to achieve its own objectives. In the administration of its CDBG funds, each subrecipient must meet the administrative requirements covered in this handbook.

The CDBG Entitlement program for metropolitan cities and urban counties is a "block grant" program. Through the block grant approach, the Federal Government offers localities a great deal of flexibility in the way they may use their funds, and in the activities they support, either directly or through subrecipients.

Since the start of the CDBG program over 30 years ago, HUD has issued numerous rules and regulations governing the program to ensure that the intent and requirements of the law are fulfilled, and that the opportunities for fraud, waste, mismanagement, and abuse of program resources are minimized. Although the regulations cover administrative and program requirements for both grantees and subrecipients, **this handbook is primarily concerned with:**

- The regulations that apply to internal management and financial systems of subrecipients; and

- Subrecipients' responsibilities to document and report their CDBG-funded activities.

The administrative systems that are the subject of this handbook are ***critical*** to a subrecipient's ability to comply with CDBG program requirements. For example, a non-profit organization may indeed be providing highly effective public services to its low-income clientele; but it is only through its record-keeping and financial systems that the subrecipient will be able to justify its use of CDBG funds by showing that the activities were both eligible and consistent with its Subrecipient Agreement with the grantee, and that its expenses were appropriate and allowable under the program guidelines.

For those subrecipient organizations having little prior experience with Federal grant programs, the complexity of regulations that mandate specific procedures ("means") for achieving program objectives ("ends") can be daunting. The emphasis on specific procedures and extensive record keeping may appear on the surface to be bureaucratic red tape. However, many of the required systems and procedures are based on widely-accepted standards for good business practices that

are extensively observed in the private sector. They are also designed to help ensure that every entity administering CDBG funds has basic management controls and financial safeguards in place to reduce the likelihood of mismanagement in the use of public funds. With the oversight and analytic capacity that these systems provide, many program managers find they are able to adjust their operations continuously and improve their performance on a regular basis.

1.1 How to Use This Handbook

This Handbook is organized into chapters corresponding to particular components of a subrecipient's administrative operations:

- Financial Management (Chapter 2.0).
- Procurement and Contracting (Chapter 3.0).
- Property Management and Disposition (Chapter 4.0).
- Record-Keeping and Reporting Requirements (Chapter 5.0).
- Other Administrative and Program Requirements (Chapter 6.0).
- Audits (Chapter 7.0).
- Closeout (Chapter 8.0).

Each chapter begins with a brief explanation of the underlying management principles that apply to that facet of program administration, followed by the basic standards that must be met as specified in the applicable regulations or circulars.

It is important to note that sometimes differences exist in the specific requirements for governmental versus nongovernmental subrecipients. In such cases, the set of requirements that is generally more stringent or detailed is described first and then any exceptions to such rules are discussed. For example, the rules for procurement spelled out in Parts 84 and 85 of Title 24 of the Code of Federal Regulations (CFR) for nongovernmental and governmental subrecipients, respectively, distinguish how the rules differ depending on the type of subrecipient. Therefore, the chapter on procurement first outlines the requirements of 24 CFR Part 85 for governmental subrecipients and then discusses how those in Part 84 for nongovernmental subrecipients differ.

To the extent feasible, performance standards have been listed in order from the most basic requirements to the most specialized. This has been done to facilitate use of the handbook as a

checklist for building administrative systems "from the ground up," and/or for reviewing existing systems for their adequacy in meeting the standards.

Subrecipients (and grantees) are cautioned to use this handbook as a supplement to, not a replacement for, the applicable regulations. It is assumed that the reader has access to, or copies of, the basic regulations identified in Section 1.2, which follows. Over time, use of the handbook as a reference tool should help the recipient de-mystify the regulations and become more familiar with the requirements of the CDBG program. This knowledge, in turn, should assist the subrecipient avoid the pitfalls (and penalties) of noncompliance.

Readers of this handbook may notice some duplication from chapter to chapter. This reflects the overlap that occasionally occurs in the regulations themselves and was retained in the text to minimize the amount of cross-referencing.

1.2 Summary of Principal Regulations Governing CDBG Administrative Systems

The key regulations that form the basic administrative requirements of the CDBG Entitlement program are summarized here to acquaint the reader with the various sources for the following standards described throughout the remainder of this handbook. At the end of this chapter, Exhibit 1–1 describes the regulatory framework for the CDBG program. Regulations are developed in response to, or in fulfillment of, Federal statutes that govern the CDBG Entitlement program, both those specific to the CDBG program and those addressing other Federal laws or policies that apply to the CDBG program (e.g., National Environmental Policy Act, Americans with Disabilities Act, Davis-Bacon Act).

The basic program regulations governing management and financial systems for the CDBG program are contained in ***24 CFR Part 570, Subparts J and K.*** They are applicable both to grantees and subrecipients in the public and private sectors:

a) ***Subpart J (24 CFR 570.500–570.513)*** addresses general responsibilities for grant administration, including the applicability of uniform administrative requirements, provisions of Subrecipient Agreements, program income, use of real property, record keeping and reporting, and closeout procedures.

b) ***Subpart K (24 CFR 570.600–570.613)*** deals with **other program requirements** of the CDBG program, including civil rights; labor standards; environmental standards; flood insurance; relocation; displacement; acquisition; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors; uniform administrative requirements and cost principles; and conflicts of interest.

In addition to the basic regulations of the CDBG program contained in 24 CFR Part 570, there are three other categories of requirements that affect the administrative systems and procedures subrecipients must have in place to receive support:

- Federal regulations governing administrative and audit requirements for grants and cooperative agreements (governmental subrecipients) for which HUD has oversight responsibilities.

- Administrative circulars from the Office of Management and Budget (OMB) and Department of the Treasury governing cost principles, administrative systems, fiscal procedures, and audit requirements for grantees and subrecipients.

- Executive Orders from the Office of the President implementing various equal employment opportunity and environmental policies.

The applicability of these administrative requirements depends upon the public or private status of the organization receiving funds. **For subrecipients that are private*, non-profit organizations,*[1] the key regulations defining administrative requirements are:**

24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"[2]**:** These regulations implement OMB Circular A-110 and specify standards relative to cash depositories, bonding and insurance, retention and custodial requirements for records, financial management systems, monitoring and reporting on performance, property management, and procurement.

[1] For-profit entities organized pursuant to Section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)) and for-profit local development corporations (LDCs) may also qualify as CBDOs under the requirements of 24 CFR 570.204 and thus serve in the role of a subrecipient under the CDBG program if so designated by the grantee. The CDBG regulations pertaining to non-profit organizations apply to such for-profit entities.

[2] Not all the requirements of 24 CFR Parts 84 and 85 are applicable to CDBG subrecipients; 24 CFR 570.502(a) and (b) specify the sections and paragraphs of the Common Rule that apply to CDBG recipients and subrecipients.

OMB Circular A-122 "Cost Principles for Non-profit Organizations": A publication of OMB, this document establishes principles for determining costs that are allowed to be charged to Federal grants, contracts, and other agreements with non-profit organizations (except educational institutions). The principles are designed to ensure that the Federal Government will bear its fair share of costs except where restricted or prohibited by law.

OR,

OMB Circular A-21 "Cost Principles for Educational Institutions": This document covers much of the same subject matter as OMB Circular A-122, only it is aimed at educational institutions (public and private).

AND,

OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations": This circular defines audit requirements for both governments and non-profits receiving Federal funds. The document addresses mandated frequency and scope of audits, allowability of audit costs, and the process of auditor selection.

For "governmental subrecipients" ***(a public agency that is independent of the grantee government, such as a public housing authority, parks commission, or a jurisdiction cooperating with an urban county CDBG grantee[3]), the key administrative requirements*** **are:**

24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally-recognized Indian Tribal Governments" (also known as "the Common Rule")[2]**:** For governmental entities and public agencies, Part 85 of Title 24 of the CFR details standards for financial management systems, payment, allowable costs, property management, procurement, monitoring and reporting program performance, financial reporting, record retention, and termination.[3]

OMB CircularA-87 "Cost Principles for State and Local Governments": For governmental entities receiving CDBG or other Federal funds, this document is the equivalent of OMB Circular A-122. The circular establishes the principles for determining the allowable costs of programs administered by public entities under grants or contracts from the Federal Government. The principles are designed to provide the basis for a uniform approach to determining costs and to promote efficiency.

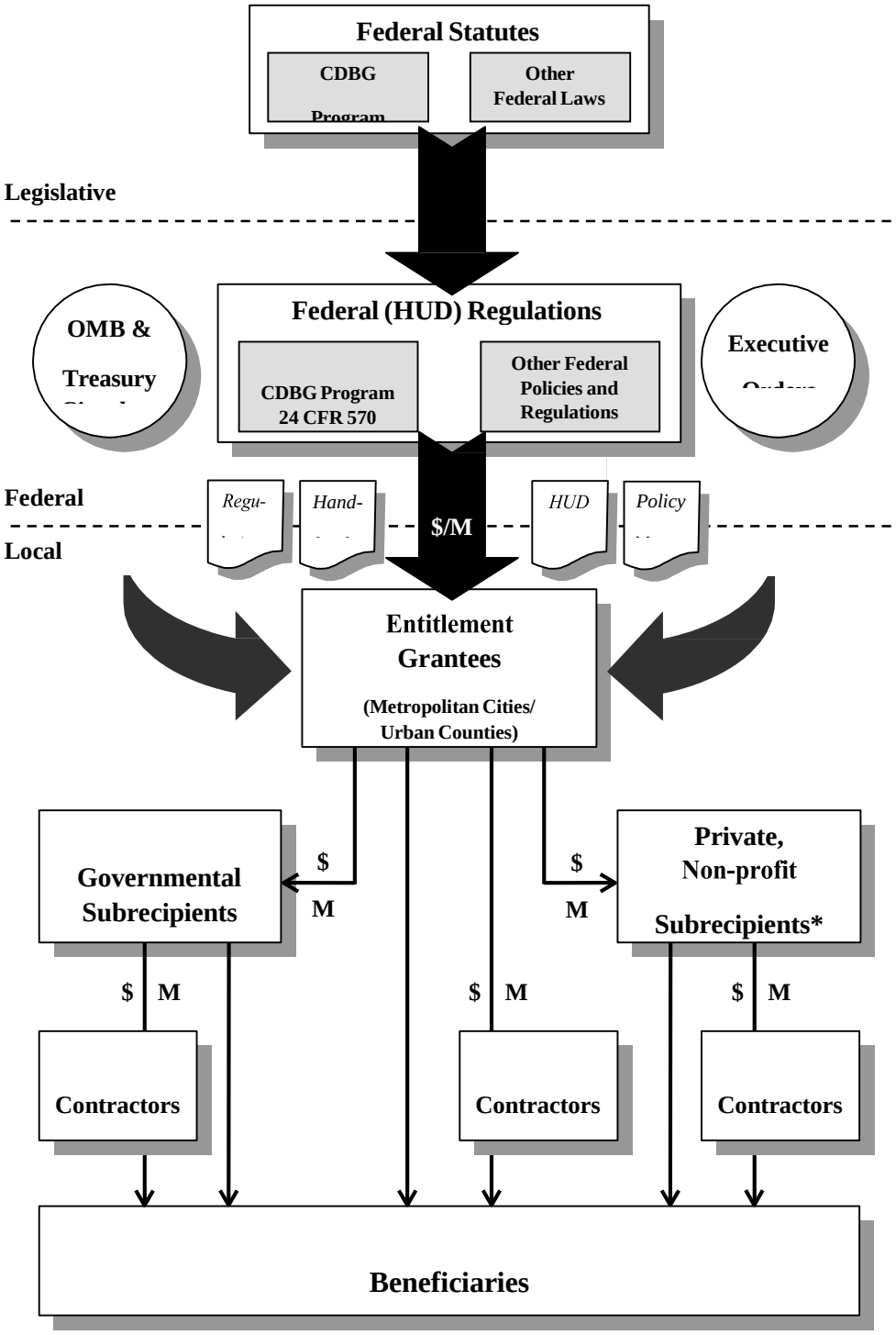
[3] Under the CDBG program, participating units under an urban county are considered to be part of the grantee; however, the grantee is responsible for applying the same requirements to these participating jurisdictions as are applicable to subrecipients.

OMB-133 "Audits of State, Local Governments and Non-profit Organizations":

For state and local governments which receive Federal aid, this document describes audit requirements, including frequency and scope of audit, audit standards, and auditor selection procedures.

The above referenced sections of Title 24 regulations and OMB circulars may be accessed at the HUD Web site at http://www.hudclips.org/cgi/index.cgi.

Exhibit 1–1: Regulatory Framework for CDBG Entitlement Program



$=Funds provided. M=Monitoring required. *Includes §204(c)(2) for-profit CBDOs.

CHAPTER 2.0: FINANCIAL MANAGEMENT

When subrecipients first begin providing services under the CDBG program and drawing down funds, few have financial systems in place that meet all pertinent Federal requirements. For many of you, putting together a financial system both that serves your needs and meets Federal requirements may have been a matter of trial and error. This kind of "ad hoc" approach is dangerous, however, because you may not find out about the inadequacies of your system until it is too late, such as when you run into a major problem with an overspent budget or a serious audit finding.

This chapter provides you with a summary of the required elements of financial systems for managing Federal funds. Before you plunge into the details of the Federal requirements, you may want to ask yourself the following eight sets of questions to find out if there are *particular* areas where you may need help.

1) Internal controls: Does your agency have a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents? Does your agency have written accounting procedures for approving and recording transactions? Are financial records periodically compared to actual assets and liabilities to check for completeness and accuracy?

2) Accounting records: Does your agency maintain an adequate financial accounting system, the basic elements of which should include: (a) a chart of accounts, (b) a general ledger, (c) a cash receipts journal, (d) a cash disbursements journal, (e) a payroll journal, (f) payable and receivable ledgers, and (g) job cost journals (if involved in construction)? Does your accounting system provide reliable, complete, and up-to-date information about sources and uses of all funds? Are "trial balances" performed on a regular basis (at least quarterly)?

3) Allowable costs: Does your agency have a clearly defined set of standards and procedures for determining the reasonableness, allowability, and allocability of costs incurred that's consistent with the basic Federal rules (OMB Circulars A-87 or A-122)? Does your agency know which specific types of expenditures are prohibited under the CDBG program? Does your agency have an approved indirect cost allocation plan?

4) Source documentation: Does your agency maintain up-to-date files of original source documentation (receipts, invoices, canceled checks, etc.) for all of your financial transactions, including those involving obligations incurred and the use of CDBG program income?

5) Budget controls: Does your agency maintain an up-to-date (approved) budget for all funded activities, and perform a comparison of that budget with actual expenditures for each budget category? Does your agency regularly compare progress toward the achievement of goals with the rate of expenditure of program funds?

6) Cash management: Does your agency have a regular procedure for accurately projecting the cash needs of the organization that will serve to minimize the time between the receipt of funds from the grantee and their actual disbursement? Can your agency ensure that all CDBG program income is used for permitted activities, and that such program income is used before further drawdowns are made from the grantee for the same activity?

7) Financial reporting: Is your agency able to provide accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of the grantee and HUD?

8) Audits: When was your last Independent Public Accountant (IPA) audit and what were the results? Does your agency have a copy of the management letter?

If your answer is "yes" to all of these questions, then your agency has established a laudable degree of control over its financial affairs. If you were not able to give an affirmative answer to all of the questions in the preceding section, then this chapter will help you to understand the minimum Federal requirements for financial management and to identify where your systems need strengthening. Once these areas have been identified, you can work with your financial staff, your auditor and/or your grantee to develop the systems and expertise you need to gain control of your agency's financial affairs and meet the Federal requirements.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Checking your systems against the standards described here.

2. Reviewing the capabilities of your current bookkeeping or accounting staff to fulfill their responsibilities under these requirements, and listing the areas where they may need support.

3. Talking to your present accountant/auditor to find out if he or she has fully evaluated the adequacy of your systems and is familiar with the requirements outlined here.

4. Getting the names of people to contact in your grantee's agency (e.g., city or county Community Development agency) who can answer questions and help you strengthen your systems.

2.1 Overview

The requirements for financial management systems and reporting are found in **24 CFR Part 85.20 for governmental subrecipients**[1] and in **24 CFR Part 84.21-28 as amended by 570.502**, for non-profit subrecipients. The purpose of these requirements is to ensure that a subrecipient receiving Federal funds has a financial management system sufficient to:

a) Provide effective control over and accountability for all funds, property, and other assets.

b) Identify the source and application of funds for Federally-sponsored activities, including verification of the "reasonableness, allowability, and allocability" of costs and verification that the funds have not been used in violation of any of the restrictions or prohibitions that apply to this Federal assistance.

c) Permit the accurate, complete, and timely disclosure of financial results in accordance with the reporting requirements of the grantee or HUD.

d) Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

The Federal regulations provide specific requirements in connection with the eight areas previously identified in this chapter, namely, internal controls, accounting records, allowable costs, source documentation, budget controls, cash management, financial reporting, and audits. The first seven areas are discussed in Sections 2.2 to 2.8. Auditing standards are described separately in Chapter 7.0.

2.2 Internal Controls (see 24 CFR 85.20(b)(3) and 84.21(a)(3))

The soundness of any organization's financial management structure is determined by its system of internal controls. **"Internal controls" consist of a combination of procedures, specified job responsibilities, qualified personnel, and records that together create accountability in an organization's financial system and safeguard its cash, property, and other assets.** Through its system of internal controls, an agency's management can ensure that:

- Resources are used for authorized purposes and in a manner consistent with applicable laws, regulations, and policies.

[1] Paragraph (a) of 24 CFR 85.20, however, does not apply to subrecipients, but only to states that are recipients of Federal funds. (Per 570.502(a)(4)).

- These resources are protected against waste, mismanagement, or loss.

- Reliable information on the source, amount, and use of resources are secured, up-to-date, and recorded.

Accordingly, some of the basic elements that a subrecipient should consider in developing its system of internal control include:

- An ***organizational chart*** setting forth the actual lines of responsibility of individuals involved in approving or recording financial transactions.

- ***Written definition of the duties*** of key employees.

- ***A formal system of authorization and supervision*** sufficient to provide accounting control over assets, liabilities, receipts, and expenditures. This should include:

    - Maintenance of a policy manual specifying approval authority for financial transactions and guidelines for controlling expenditures.

    - Written procedures for the recording of transactions as well as an accounting manual and a chart of accounts (see Accounting Records, in the following section).

  The system of authorizations should provide a way for management to ensure supervisory approval of transactions and documentation of these transactions for accounting purposes. A system of authorizations can be general, as in a procedures manual that explains how accounting functions are to be performed, or very specific, as in identifying who has the authority to sign a contract on behalf of the organization or to sell a piece of equipment.

- Adequate ***separation of duties,*** so no one individual has authority over an entire financial transaction. Separation of duties specifically involves the separation of three types of functional responsibilities: (a) authorization to execute a transaction, (b) recording of the transaction, and (c) custody of the assets involved in the transaction. No one person should have control of more than one of these functional responsibilities.[2]

[2] It is often beneficial to have different individuals or even different departments handle the various steps in the processing of transactions. First, separation of functional responsibility results in cross-checking by the individuals involved, increasing the likelihood that errors will be discovered and corrected. Second, fraud is more difficult to carry out if it requires the collusion of two persons or more. In organizations with very limited staff, however, it may

- Hiring policies to ensure that ***staff qualifications*** are commensurate with job responsibilities.

- ***Control over access to assets, blank forms, and confidential documents.*** Physical access to records, blank forms, cash, and other assets should be limited to authorized personnel only. For example, access to accounting records should be limited to only those individuals having record-keeping or supervisory responsibility for them.

- Periodic ***comparisons of financial records to actual assets and liabilities (reconciliation),*** with corrective action taken in response to any discrepancies. As with separation of duties, this is a crucial exercise to uncover and correct inadvertent record-keeping errors in a timely manner. It is also essential for identifying potential weaknesses in an organization's system for safeguarding resources as well as possible instances of fraud or misuse of assets.

2.3 Accounting Records (see 24 CFR 85.20(b)(2) and 84.21)

Subrecipients are required to have ***accounting records that adequately identify the source and application of CDBG funds*** provided to them. To meet this requirement, a subrecipient's accounting system should include at least the following elements:

- ***A chart of accounts.*** This is a list of names and the numbering system for the individual accounts that contains the basic information about particular classifications of financial transactions for the organization. Accounts are created and, in turn, used to summarize the financial transaction data, according to some common characteristics. For example, a typical chart of accounts might have separate account categories for describing assets (cash in a checking account, accounts receivable, prepaid insurance, etc.); liabilities (loans, accounts payable, obligated funds, etc.); revenue (drawdowns from CDBG awards, cash contributions, proceeds from sales, other program income, etc.); and expenses (rent, wages, heat, telephone, etc.).

- ***A cash receipts journal.***[3] This journal documents chronologically when funds were received, in what amounts, and from what sources.

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be difficult to achieve optimal separation of duties. In such instances, the most critical functional areas are separation between custody for cash, record keeping for cash, and control of assets easily converted to cash.

[3] A journal is a chronological record of transactions showing the charges to be recorded as a result of each transaction. Every transaction is initially recorded in a journal. Therefore, a journal is called a record or book of original entry. Each entry in the journal states the names of the individual accounts to be debited and credited, the dollar amount of each debit and credit, the date of the transaction, and any other necessary explanation of the transaction. The act of entering a transaction in a journal is called "journalizing." Information for a journal entry can originate from a variety of sources, such as checks issued or received, invoices, cash register tapes, and time sheets.

A cash disbursements journal. This journal documents chronologically the expenditures of the organization (e.g., when the expense was incurred, how much was spent, to whom funds were paid, and for what purpose).

- ***A payroll journal.*** This journal documents the organization's expenses on salaries and benefits and distinguishes different categories for regulatory purposes.

- ***A general ledger.*** After a transaction is entered in a journal, that information also should be transferred to the proper accounts contained in the general ledger. The general ledger summarizes chronologically the activity and financial status of all the accounts of an organization. The process of transferring transaction information from a journal to a ledger is known as "posting." The entries in the journal and ledger should be cross-indexed to permit the tracing of any recorded transaction (i.e., an "audit trail").

  Periodically, a "trial balance" is performed, to test the mathematical accuracy of the ledger and to prepare a statement of the financial position of an organization as of a particular date.

Sources and Uses of Funds

For the CDBG program, these ***accounting records must contain reliable and up-to-date information*** about the sources and uses of funds, including:

- Federal **grant awards** (or subgrant allocations) received by the organization.

- **Current authorizations and obligations** of CDBG funds.

- **Unobligated balances** (funds remaining available for distribution).

- **Assets and liabilities.**

- **Program income**.

- Actual **outlays or expenditures,** with further breakdowns by:

- The grant program from which the funds are derived. [4]

- The "eligible activity" classifications specified in 24 CFR 570.201–570.206 (housing rehabilitation, economic development, public facilities, public services, etc.) or similar classifications which clearly indicate use of program funds for eligible activities.

Maintenance of Records

The internal control requirements provide for the **separation of duties** and the **secure storage** of accounting records in limited access areas. In maintaining these accounting records a subrecipient should also ensure that:

- Journal entries are properly approved and explained/supported.

- Posting and trial balances are performed regularly.

- Fidelity bond coverage is obtained for responsible officials of the organization.

The grantee may require the subrecipient to purchase additional fidelity bond coverage in cases where it believes the normal policy coverage is not sufficient to protect the interest of the Government.

2.4 Allowable Costs (see 24 CFR 85.22 and 84.27)

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities are found in **OMB Circular A-87 for governmental subrecipients, OMB Circular A-122 for non-profit subrecipients, and OMB Circular A-21 for educational institutions.**

According to basic guidelines contained within these OMB circulars, a ***cost is allowable*** under the CDBG program if:

1. The expenditure is ***necessary, reasonable, and directly related to the grant***.

   This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. In determining the reasonableness of a given cost, consideration shall be given to:

[4] Subrecipients are encouraged, but not required by HUD, to identify expenditures by the specific grant.

a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and state laws and regulations, and terms and conditions of the award.

c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees and clients, the public at large, and the Government.

d) Significant deviations from the established practices of the organization that may unjustifiably increase the award costs.

2. The expenditure has been ***authorized by the grantee*** (the city or county that provides the CDBG funds to the subrecipient), generally through approval of the budget for the activity.

   For example, grantees generally are limited by HUD to obligating no more than 15 percent of any year's CDBG award on public services expenses. Therefore, in their agreement with a subrecipient, the grantee will stipulate how much the particular subrecipient will be allowed to obligate on such activities to keep the grantee's overall public services expenditures within the 15-percent ceiling. Any obligations by the subrecipient on such activities exceeding the approved amount may be disallowed by the grantee based upon the provisions of the Subrecipient Agreement.

3. The ***expenditure is not prohibited*** under Federal, state, or local laws or regulations.

   For example, OMB Circular A-87, Attachment B, and OMB Circular A-122, Attachment B, explicitly prohibit expenditure of Federal funds for entertainment, contributions and donations, fines and penalties, and bad debts.[5]

   In addition, the regulations specific to the CDBG program (at 24 CFR 570.207) prohibit the use of program funds for:

[5] OMB Circulars A-87 and A-122 also prohibit expenditures on interest and other financial costs *except where authorized by legislation* as is the case under Section 105(a)(13) of Title I of the Housing and Community Development Act of 1974, as amended, which specifically identifies "reasonable ... carrying charges related to the planning and execution of community development and housing activities" as eligible costs under the CDBG program.

- **Buildings used for the general conduct of government**

- **General governmental expenses**

- **Political activities**

This section of the program regulations also specifies that the following activities may ***not*** be assisted with CDBG funds ***unless*** authorized as a special economic development activity under 24 CFR 570.203, ***or*** when carried out by Community-Based Development Organizations (CBDOs) under the provisions of 24 CFR 570.204, or when the other special conditions noted in the following section after each category are met:

- **Purchase of construction equipment** (unless purchased for use as part of a solid waste disposal facility, which is eligible under 24 CFR 570.201(c)).

- **Personal property, furnishings, fixtures, or motor vehicles** (unless these items constitute part or all of a public services activity under 24 CFR 570.201(e), are eligible as fire fighting equipment under 24 CFR 570.201(c), or are necessary in the administration of activities assisted with CDBG funds).

- **Operating and maintenance expenses** (except for expenses associated with public service, "In Rem," and interim assistance activities, or office space for program staff employed in carrying out the CDBG program).

- **New housing construction** (unless performed in accordance with the "last resort" housing provisions of 24 CFR Part 42, or carried out by a CBDO under Section 570.204).

- **Income payments** (this prohibition does not preclude payments made under 24 CFR 570.201(n) to facilitate and expand homeownership by low- and moderate-income persons or emergency grant payments made over a period of up to 3 consecutive months to the provider of such items as food, clothing, housing, or utilities).

4. The ***expenditure is consistently treated,*** in the sense that the subrecipient applies generally accepted accounting standards in computing the cost, and utilizes the same procedures in calculating costs as for its non-Federally assisted activities.

5. The ***cost must be allocable to the CDBG program.*** A cost is allocable to a particular cost objective (e.g., grant, program, or activity) in proportion to the relative benefits received by that objective. This means that:

    - If an office is utilized by two programs during the same hours, the costs of the office should be allocated between the two programs on an equitable basis.

    - The same expense cannot be claimed against more than one grant (i.e., double-billing is prohibited). In addition:

        - A cost originally allocable to a particular Federal grant program **cannot be shifted to another Federal grant program** to overcome funding deficiencies, to avoid restrictions imposed by the grant or by law, or for any other reasons.

        - In accordance with the guidance found in OMB Circulars A-87 and A-122, the composition of direct and indirect costs must be clear. **Direct costs** must be identified specifically with a particular activity. **Indirect costs** are those incurred for common objectives that benefit more than one activity (e.g., salaries of executive officers, accounting and auditing, other costs of general administration). The subrecipient's indirect costs must be supported by an indirect cost proposal/cost allocation plan prepared in accordance with U.S. Department of Health and Human Services Circular OASMB-5 (for non-profit subrecipients) or OASC-10 (for governmental subrecipients).

6. The ***cost is net of all applicable credits.*** Any credits such as purchase discounts or price adjustments must be deducted from total costs charged. The subrecipient is not allowed to make a profit from any costs charged to CDBG funds.

2.5 Source Documentation

The general standard is that ***all accounting records must be supported by source documentation (see 24 CFR 85.20(b)(6) and 84.21(b)(7)).*** Supporting documentation is necessary to show that the costs charged against CDBG funds were incurred during the effective period of the subrecipient's agreement with the grantee, were actually paid out (or properly accrued), were expended on allowable items, and had been approved by the responsible official(s) in the subrecipient organization.

The source ***documentation must explain the basis of the costs incurred*** as well as show the actual dates and amount of expenditures. For example:

- With respect to **payrolls,** source documentation should include employment letters and all authorizations for rates of pay, benefits, and employee withholdings. Such documentation might include union agreements or minutes from board of directors' meetings where salary schedules and benefit packages are established, copies of written personnel policies, W-4 forms, etc. For staff time charged to the CDBG program activity**, time and attendance records should be available.** If an employee's time is split between CDBG and another funding source, there must be time distribution records supporting the allocation of charges among the sources. Canceled checks from the employees, insurance provider, etc., or evidence of direct deposits will document the actual outlay of funds.

- With respect to the cost of **space and utilities,** space costs must be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from the utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources, consistent with the guidelines covering allocable costs in Section 2.4.

- With respect to **supplies,** documentation would include purchase orders or requisition forms initiated by an authorized representative of the subrecipient, an invoice from the vendor (which has been signed-off by the subrecipient to indicate the goods were received), the canceled check from the vendor demonstrating payment was made, and information regarding where the supplies are being stored and for what cost objective(s) they are being used.

Some additional requirements related to source documentation include:

- All **source documentation** does not have to be located in the CDBG project files, but it must be **readily available for review by the grantee, HUD, or other authorized representatives at all times.** For example, employment letters and salary schedules are not likely to be maintained in a subrecipient's CDBG files but instead will be kept in the organization's central personnel files.

- The subrecipient must ensure that either (a) **an encumbrance/obligation is recorded** whenever a contract is signed or a purchase order is issued or (b) **up-to-date information on the status of all obligations** is otherwise readily accessible.

- The subrecipient must maintain a complete, accurate, and up-to-date record of the receipt and use of CDBG-generated **program income.** (See Chapter 6.0.)

2.6 Budget Controls

Subrecipients must have procedures in place to monitor obligations and expenditures against their approved budget(s) for CDBG-funded activities. **Depending on the language of the Subrecipient Agreement, the grantee may be under no obligation to reimburse a subrecipient for expenditures that exceed approved budget line items or the overall budget for CDBG-assisted activities.** Therefore, the subrecipient needs to have an ongoing system to compare actual receipts, encumbrances, and expenditures with the CDBG budget to ascertain in a timely fashion **whether it will be necessary to initiate a formal budget revision.** In addition, since the budget reflects the subrecipient's best estimate of the resources necessary to accomplish the CDBG project scope of services, any pattern of line item overruns should prompt a careful re-assessment of whether the available resources will still be sufficient to achieve the agreed- upon objectives.

To compare and control expenditures to approved budgets, a subrecipient must:

- Maintain in its accounting records **the amounts budgeted for eligible activities.**
- **Include unexpended/unobligated balances** for budgeted categories, as well as obligations and expenditures.
- Periodically **compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments for such outlays.**

Obviously, these comparisons should be made on an ongoing basis, and not after a majority of funds have been committed. In addition, it is critical that subrecipients maintain a close watch over the progress achieved for the amount of funds expended. It does little good to stay within the budget line if the actual accomplishments lag far behind in terms of the units of service delivered.

2.7 Cash Management

Subrecipients are required to have procedures in place to minimize the time elapsed between receipt of funds from the grantee and the actual disbursement of those funds. This requirement is intended to curtail unnecessary drawdowns of CDBG funds (through the grantee) from the U.S. Treasury and minimize the cost of financing the CDBG program by the Federal Government.

Grantees have two general methods available to transfer CDBG grant funds to subrecipients: the reimbursement method and the cash advance method.

- The **reimbursement method** entails a transfer of grant funds to the subrecipient **based on actual expenditures by the subrecipient before the request for funds.**

- **The cash advance method** involves the transfer of CDBG funds from the grantee based upon the subrecipient's request (and information on obligations) **before the actual cash disbursements have been made by the subrecipient.**

Both methods must be implemented in compliance with the cash management requirements. In accordance with 24 CFR 85.21 or 570.502(b)(3)(i), as applicable, and 31 CFR Part 205[6], these requirements include:

- A subrecipient must include ***accurate information in its drawdown request to a grantee.*** This requirement is intended to address the intentional falsification of drawdown information. The Federal Government is also concerned that all subrecipients have adequate financial record-keeping systems in place to be able to determine reliably how much cash they have on hand and what their immediate cash needs will be.

- ***Although there is no explicit regulation for cash advances, the general standard is that the subrecipient must disburse the funds to pay for CDBG program costs within 3 business days of the receipt of those funds from the grantee.*** The subrecipient should also maintain written justification in its files for each instance in which disbursement of an advance took longer than a 3-day period.

- A subrecipient must ***return erroneously drawn funds to the grantee in a timely fashion.*** This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by the subrecipient's immediate disbursement needs.

  For example, if a subrecipient drew down CDBG funds in anticipation of the start of a public facilities project, and the project's commencement was delayed, the subrecipient is required to return the CDBG funds to the grantee and re-initiate the drawdown process at a later point.

[6] These are the regulations of the U.S. Department of the Treasury governing withdrawal of cash from the Treasury for an advance under a Federal grant program.

- If CDBG ***grant advances*** are placed in an interest-bearing account by a subrecipient, the subrecipient must ***return this interest income to the U.S. Treasury*** via the grantee (per 24 CFR 85.21(i) or 570.502(b)(3)(i), as applicable, and 24 CFR 570.500(a)(2)). Such interest income is not considered program income. Similarly, if a subrecipient uses ***a "revolving loan fund account"*** under the CDBG program, ***the funds must be deposited in an interest bearing account, and all interest earned on funds on deposit must be returned to the Treasury via the grantee no less frequently than annually*** (24 CFR 570.500(b)).

- ***Program income (other than program income deposited in a revolving fund) must be disbursed in payment of program costs before requesting further drawdowns from the grantee*** (24 CFR 570.504(b)(2)(ii) and 570.504(c)).

- If program income is put in an approved revolving fund by a subrecipient, the subrecipient must ***disburse this program income for the same activity for which the revolving fund was established,*** before making further cash drawdown requests to the grantee for the activity. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee at least annually (24 CFR 570.504(b)(2)(i) and 570.500 (b)).

- Funds held in an ***escrow account*** for rehabilitation activities generally must be disbursed within 10 days (24 CFR 570.511(a)(4)).

While avoiding excessive drawdowns, a subrecipient should also exercise care that the legitimate cash needs of its CDBG activities are being met. As noted in the preceding section, a subrecipient needs to be able to forecast accurately what its project expenses are going to be. If its CDBG activities are relatively stable (the same type and level of activities from month to month), a subrecipient can begin with the previous month's financial activity as a starting point for its estimate of current period cash needs. This estimate, however, should be modified for periodic expenses or seasonal variations in costs, such as for heating and electricity. If a subrecipient's activities are expanding or exhibit irregular fluctuations in expenses, then it is important to devote more careful attention to predicting future cash requirements.

It should be noted that, in the private sector, the "cash requirements report" is a standard management tool for anticipating the monthly (or even weekly) cash flow needs of a business. When a subrecipient is not able to plan its expenditures and encounters large fluctuations in the disbursement of obligated funds (as can happen, for example, in construction activities), there is a tendency to invade other non-CDBG funds, or alternatively to "temporarily borrow" CDBG funds for non-CDBG purposes. ***Such inter-fund transfers that result in using CDBG funds for***

non-CDBG purposes are not allowed and may result in program sanctions or termination of the CDBG contract by the grantee.

2.8 Financial Reporting

Financial reports prepared by a subrecipient must be accurate, timely, current, and represent a complete disclosure of the financial activity and status in each Federal grant program under which assistance is received (24 CFR 85.20(b) and 85.41(c) and (d), or 84.21 and 24 CFR 570.502(b)(3)(i), as applicable).

Although the format and frequency of the financial reports required of subrecipients may differ from locality to locality, a subrecipient must have the capacity to provide at least the following information **for each CDBG activity:**

- ***Amount budgeted.***
- ***Advances/reimbursements*** received to date.
- ***Program income and other miscellaneous receipts*** in the current period and to date.
- ***Actual expenditures/disbursements*** in the current period and cumulatively to date, for both program income and regular CDBG grant funds.

- ***Current encumbrances/obligations*** in addition to disbursements.

- ***Unpaid requests for payment*** previously submitted at time of latest drawdown.

In addition, a subrecipient's accounting and record-keeping system must be able to support the data included in (a) its drawdown requests, (b) its other financial and progress reports, and (c) the grantee's Consolidated Annual Performance and Evaluation Report (CAPER) submitted to HUD.

2.9 Other Miscellaneous Requirements for Subrecipient Financial Management Systems

- **Loan servicing:** A subrecipient must have a system for properly servicing all CDBG-funded loans, where applicable, including:

    - **Loan agreements** with clear repayment terms and default definitions, descriptions of how defaults can be resolved, what actions will be taken if a loan is in default, and what is pledged as security for each loan.

    - **Collection procedures** that provide for recognition of all current amounts due and when past payments were received, notification when payments are overdue, as well as a procedure for taking further action to collect overdue amounts and criteria for writing off bad debts.

- **Cash depositories:** Regular banking procedures may be followed without any separate bank account or special bank eligibility requirements. Subrecipients are advised, however, to obtain information on bank ratings before depositing CDBG funds with a financial institution.[7]

  In addition, subrecipients are encouraged to use minority-owned financial institutions in conjunction with their CDBG activities whenever possible.

[7] Bank rating and research firms which provide information on the comparative financial strength of local banks and other financial institutions are found in most regions of the country. Frequently the local city or county treasurer's office subscribes to a bank rating service and may be able to provide subrecipients with useful information on the ratings of local financial institutions.

- **Real property:** The subrecipient must:

    - Keep track of CDBG-acquired real property to ensure that program income from sales or rental of such property or assets is properly recorded and reported (24 CFR 570.503(b)(3)).

    - Have procedures for ensuring ongoing compliance with the National Objectives requirements associated with real property acquired or improved with CDBG funds in excess of $25,000 (24 CFR 570.503(b)(7)).

Exercise for Chapter 2.0 — Financial Management

Circle the Correct Answer

1. Which of the following are components of an organization's system of *internal controls* for financial management?

   (a) Written procedures and policies.

   (b) Specified job responsibilities.

   (c) Job qualifications.

   (d) Accounting records.

   (e) All of the above.

2. The sole purpose of *accounting records* is to provide reliable and up-to-date information on the cash controlled by an organization or agency.

   TRUE FALSE

3. An expenditure by a subrecipient will be considered an *allowable* CDBG expense if it is necessary to carry out an approved activity and is not explicitly prohibited by Federal, state, or local regulations.

   TRUE FALSE

4. *Source documentation* does not have to be located in the CDBG project files.

   TRUE FALSE

5. An effective system of *budget controls* requires a periodic comparison of actual obligations and expenditures to planned obligations and expenditures, and to projected accomplishments for such outlays.

   TRUE FALSE

6. Interest income from CDBG advances and revolving loan accounts may be retained by the subrecipient as *program income.*

TRUE FALSE

The answers are on next page.

Exercise for Chapter 2.0 — Financial Management (continued)

Answers to questions from preceding pages

1. "(e) All of the above."

2. ***FALSE.*** The purpose of accounting records is to provide information *not only on cash* but also on *all the assets and liabilities* of an organization, including property, receivables, payables, and other obligations.

3. ***FALSE.*** The fact that an expenditure is both necessary and not explicitly prohibited by law and program regulations *is only part of the criteria* that must be met for it *to be considered an allowable CDBG expense.* In addition, the expenditure must:

    - Have been authorized by the grantee (through an approved budget or other mechanism).
    - Be reasonable.
    - Have been treated by the subrecipient in a manner consistent with its normal procedures for computing costs.
    - Be allocable to an approved-CDBG cost objective.
    - Be net of all applicable credits.

4. ***TRUE.*** *Source documentation does not have to be stored in the CDBG project files if it is readily available to be reviewed by the grantee, HUD, or other authorized representatives.* In general, however, subrecipients will find that it is more efficient in the long run to maintain as much project information as possible in files specifically dedicated to their CDBG activities.

5. ***TRUE.***

6. ***FALSE.*** One of the primary purposes of a subrecipient's *cash management* system is to minimize the time between receipt of CDBG funds and their disbursement; therefore, if the subrecipient's system is working efficiently, *there shouldn't be any interest income* generated on cash advances. In fact, 24 CFR 570.500(a)(2) makes explicit that *the definition of program income does not include interest earned on the investment of the initial proceeds of a grant advance, including funds advanced from a grantee to a subrecipient*, and any such funds must be promptly remitted to the U.S. Treasury. Moreover, 570.500(b) makes it clear that cash balances held in a revolving fund must be

held in an interest-bearing account and that any interest earned on funds held in such an account will be considered to be interest income generated on a cash advance and must be remitted to the Treasury at least annually.

CHAPTER 3.0: PROCUREMENT AND CONTRACTING

This chapter outlines the requirements for using Federal funds to purchase materials, products, or services under the CDBG Entitlement program. Whether you are a small agency purchasing occasional office supplies or a large organization contracting for millions of dollars of construction services, the requirements governing the purchasing process are designed to ensure that you:

- Follow a **free and open competitive process** in securing those products or services.
- Properly **document** your purchasing activities and decisions.
- Observe the special **rules for particular kinds of purchases** (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
- **Properly bond and insure** work involving large construction contracts and/or subcontracts.
- Use **local businesses** and contract **with small, minority and/or women-owned businesses** to the maximum extent feasible.

When it comes to spending the taxpayer's money, no matter how little the amount, it is important to ensure that the prices you pay are competitive, and that you (and the taxpayer) are getting good value. The rules don't require that you get a bargain every time you buy, but only that you pay a fair price. They don't require that you always get the latest in technology at the lowest possible cost, but only that you shop around and get what you paid for. This means that you should seek to buy with CDBG funds only what is necessary under the terms of your Subrecipient Agreement, and no more. You should also be able to ensure the integrity of your purchasing decisions; to document the history, results, and decisions behind your purchases; to follow the rules for certain kinds of transactions; and to offer opportunities to local and disadvantaged firms to respond to your purchasing needs. By following these requirements you are helping to guarantee the fairness and the vitality of our free market system, and to ensure that taxpayer resources are not being wasted.

By observing the basic rules, you'll also find your purchasing decisions can be more efficient. For example, if you set up a standardized purchasing system for securing price quotations and preparing purchase orders, you won't have to reinvent the wheel every time you want to buy materials and supplies. These efficiencies in turn can help make your limited purchasing budgets go much farther. You'll also have the satisfaction of knowing you paid a fair price for every purchase.

In addition, when you use CDBG funds to purchase materials or services, it is not sufficient simply to *state* that you got the lowest possible price and followed the rules. You have to be able to *prove it.* Therefore, to avoid disallowed costs and/or recapture of payments, it is necessary that you document the background, need, and the details of every purchasing decision, whether it involves renting an office or buying two-by-fours. At first, this may appear burdensome, but full documentation can only help you avoid serious problems and a lot of extra work in the long run.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Planning how would you set up a purchasing system if you were spending your own money and wanted to spend it efficiently.

2. Updating the list of vendors and contractors from whom you plan to purchase materials, supplies, equipment, and services over the next 12 months (if you don't have such a list, think about developing one for all vendors and contractors you might buy from).

3. Developing (or expanding) your own written procurement manual describing your procedures and a code of conduct for all employees involved in purchasing.

4. Identifying ways to ensure that all purchasing documents such as cost and price solicitations, purchase orders, contracts, delivery receipts, invoices, payables records, and check vouchers are integrated into one system.

3.1 General Procurement Provisions

The standards and procedures for procurement are intended to ensure that supplies, equipment, construction and other services acquired in whole or in part with Federal funds are:

a) Obtained as efficiently and economically as possible.

b) Procured in a manner that provides, to the maximum extent practical, open and free competition.

Solicitations must clearly explain all requirements that the bidder/offeror must fulfill in order for his or her bid/offer to be evaluated by the subrecipient. Solicitations for goods and services must be based on a clear and accurate description of the material, product, or service to be procured, and cannot contain features which unduly restrict competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable qualifying requirements on firms.
- Requiring unnecessary experience and excessive bonding.
- Specifying only "brand name" products instead of allowing "an equal" product.
- Noncompetitive pricing practices between firms or affiliated companies.
- Noncompetitive awards to consultants on retainer contracts.

Awards are to be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the subrecipient, price and other factors considered. Any and all bids may be rejected when it is in the subrecipient's interest to do so. The subrecipient must ensure that the award is only made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Federal guidelines for contracting are designed to further ensure that contracts are structured and managed in a way that is consistent with good administrative practices and sound business judgment.

The Federal requirements for these administrative areas are found in **24 CFR 85.36 for governmental subrecipients and in 24 CFR 84.40-48 for subrecipients that are non-profit organizations.** Because the procurement standards in 24 CFR Part 85 are generally more

specific than those found in Part 84, the former will be used as the principal basis for this chapter's presentation of applicable requirements. **Whenever there is a clear distinction between the requirements of 24 CFR Parts 85 and 84, the text will distinguish between the two sets of requirements.** However, in general, the standards set forth in 24 CFR Part 85 for procurement may be viewed as a "safe harbor" for satisfying the Federal requirements.

The general requirements for procurement include the following:

- According to 24 CFR 85.36(b)(9), a subrecipient must maintain ***records to detail the significant history of a procurement.*** These records include, not are not limited to, files on the rationale for selecting the methods of procurement used, selection of contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract *(for non-profit subrecipients,* 24 CFR 84.46 specifies that procurement records and files *for purchases in excess of the small purchase threshold fixed at 41 U.S.C. 403(ii), currently $100,000,* must include the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and the basis for the award cost or price).

- ***Pre-qualified lists of vendors/contractors,*** if used, must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time during the solicitation period (24 CFR 85.36(c)(4)).

- As part of its efforts to eliminate unfair competitive advantage, a subrecipient should ***exclude contractors that develop or draft specifications,*** requirements, statements of work, invitations for bids, and/or requests for proposals from competing for such procurement (24 CFR 84.43).

- A subrecipient must ensure that ***awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation*** in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35).

- There must be ***written selection procedures for procurement transactions,*** and the procedures must be adequate to ensure that:

    - **The purchase of unnecessary or duplicate items is avoided.** Where appropriate, an analysis should be made of lease versus purchase alternatives (24 CFR 85.36(b)(4) and 84.44(a)(1)-(2));

- Whenever possible, use of **Federal excess and surplus property** or **intergovernmental agreements for procurement or use of common goods and services** should be considered as a way to foster greater economy and efficiency (24 CFR 85.36(b)(5) and (6));

- **All purchase orders (and contracts) are signed by the authorized official(s)** of the subrecipient;

- **Items delivered and paid for are consistent with the purchase order** and/or contract for the goods or services;

- **Timely payment to vendors** occurs once the order is delivered, inspected, accepted, and payment authorized;

- **A cost or price analysis** is performed for every procurement action, including contract modifications, and documentation to that effect is maintained in the subrecipient files. The *method and degree of analysis is dependent on the facts surrounding the particular procurement situation,* but as a starting point, subrecipients must make independent estimates before receiving bids or proposals (24 CFR 85.36(f) and 84.45);

- **Profit or fee is negotiated separately from price** where competition is lacking or whenever a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of past performance, and industry rates for the area (24 CFR 85.36(f)(2)); and,

- The list of **provisions in 24 CFR 85.36(i) or 84.48, as applicable,** must be included in any contracts.

- Subrecipients must ***not use "cost plus a percentage of cost" pricing*** for contracts (24 CFR 85.36(f)(4) and 84.44(c)); in addition, subrecipients should use *"time and material" type contracts* only after a determination is made that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk (24 CFR 85.36(b)(10)).

- Subrecipients must have ***protest procedures in place*** to handle and resolve disputes relating to their procurement and in all instances report such disputes to the grantee (24 CFR 85.36(b)(12)).

- There must be a ***documented system of contract administration*** for determining the adequacy of contractor performance (24 CFR 85.36(b)(2)).

- A subrecipient must have a ***written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts*** (24 CFR 85.36(b)(3) and 84.42).

3.2 Permitted Approaches to Procurement

Depending on the scarcity of the item or service desired, and the size of the purchase, different methods of procurement are available for use by subrecipients under the Federal regulations.[1]

- Small purchases may be used for procurement of $100,000 or less in the aggregate: (24 CFR 85.36(d)(1) and 84.44(e)(2))

    - Small purchases are made through the use of purchase orders. Competition is sought through oral or written price quotations. A subrecipient must document the receipt of an adequate number of price or rate quotations from qualified sources.

    - A procurement of more than $100,000 may not be inappropriately broken up into smaller components solely to qualify for the less complicated procedures followed under the "small purchases" approach.

- **Competitive sealed bids** (formal advertisement, 24 CFR 85.36(d)(2)):

    - The procurement must lend itself to a firm, fixed price contract (lump sum or unit price) where the selection can be principally made on the basis of price.

    - A subrecipient must advertise the Invitation for Bid (IFB) in publications of general circulation.

    - The IFB must include complete and accurate specifications and pertinent attachments and clearly define items or services needed, in sufficient detail for the bidders to properly respond.

[1] Subrecipients need to be aware, however, that local or state laws or policies may require additional procedures or set lower dollar-value thresholds for some forms of procurement. Therefore, it is important to check with your grantee to learn whether any such additional procurement provisions apply.

- Bids must be opened publicly at the time and place stated in the IFB.

- A subrecipient must receive at least two or more responsible bids for each procurement transaction.

- If awarded, the contract must be given to the lowest responsive and responsible bidder (the subrecipient, however, can decide *not* to make the award to *any* of the bidders).

The competitive sealed bid method is the preferred approach for procuring construction services.

- **Competitive proposals** (24 CFR 85.36(d)(3)):

  - A subrecipient should use this method only when conditions are not appropriate for the use of formal advertising.

  - The Request for Proposal (RFP) must clearly and accurately state the technical requirements for the goods and services required.

  - A subrecipient must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete.

  - Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement.

  - The subrecipient must conduct a technical evaluation of the submitted proposals to identify the responsible offerors.

  - As necessary, the subrecipient conducts negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the subrecipient's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a "best and final" offer.

  - The subrecipient must award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals (or "best and final" offers) according to predetermined evaluation criteria. The successful proposal/offeror must clearly be the "most advantageous" source of the goods and services for the subrecipient.

For procurement involving **architecture or engineering (A/E) services,** subrecipients may use competitive proposal procedures whereby competitors' qualifications are evaluated and **the most qualified competitor is selected,** subject to negotiation of fair and reasonable compensation. In these instances, price is ***not*** used as a selection factor. Once the most-qualified firm is identified, only that firm is asked for a price proposal that is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonably priced contract can be awarded. The subrecipient must be careful to document the bases for its determination of the most qualified competitor and the reasonableness of the contract price. This qualifications-based approach to the competitive proposals method may ***not*** be used to purchase other than A/E services. (See 24 CFR 85.36(d)(3)(v).)[2]

In addition, the Federal procurement regulations generally *discourage the use of local geographical preferences in the evaluation of bids or proposals (except where mandated by Federal statutes),* due to the restrictions on open competition which result. However, in procuring A/E services, geographic location is permitted as a selection criteria provided this criterion leaves an appropriate number of qualified firms (24 CFR 85.36(c)(2)).

- **Noncompetitive proposals/sole source procurement** (24 CFR Part 85.36(d)(4)):

  Noncompetitive negotiations may be utilized only under very limited circumstances. The subrecipient must show that another method of procurement was infeasible because:

  - The item or service was only available from a single source.
  - A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement.
  - Competition was determined to be inadequate after receiving proposals from numerous sources.

[2] It is important to note that many states have laws which *require* the use of qualifications-based selection (QBS) procedures when purchasing professional A/E services. In those states, the discretion afforded by 24 CFR 85.36(d)(3)(v) is removed. Absent a state QBS law, a recipient could opt to use QBS or competitive proposals. In the latter instance, prices are solicited from all contractors and considered in the selection process.

Among the procurement approaches described in the preceding section, the *competitive sealed bid* resulting in a firm, fixed price contract is the preferred procurement approach when there are a number of available and qualified providers, when the requirements and specifications are thoroughly detailed and are unlikely to change, and where the subrecipient has the opportunity to make the provider assume a large share of the risk for non-performance.

In other instances, for example, complicated rehabilitation projects, or unique human service activities, other forms of competitive and noncompetitive procurement may be necessary or desirable. In cases where price is not the single most important objective, it is still important to try to assure the highest possible quality of procurement at the lowest reasonable price through "open and free competition."

3.3 Bonding

The requirements for bonding in procurement are as follows:

- **For construction or facility improvement (sub)contracts exceeding $100,000,** the following *minimum Federal requirements (24 CFR 85.36(h) or 84.48(c))* for bid guarantees, performance bonds, and payment bonds must be met. These include:

    - A **bid guarantee** from each bidder equivalent to **5 percent of the bid price.** The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.

    - A **performance bond** from the (sub)contractor for **100 percent of the contract price** to secure the (sub)contractor's fulfillment of all obligations under the contract.

    - A **payment bond from the (sub)contractor for 100 percent of the contract price** to assure payment of all persons supplying labor and material under the contract.

- **For non-profit subrecipients,** 24 CFR 84.48(c) states that for contracts or subcontracts awarded for construction or facility improvement **equal to or less than $100,000,** a subrecipient must follow its own policies for bid guarantees, performance bonds, and payment bonds.

    For both **non-profit subrecipients** and **governmental subrecipients,** however, the Subrecipient Agreement may mandate compliance with *the grantee's bid guarantee, bonding, and insurance requirements* in instances of

contracts or subcontracts for construction or facility improvements with a value equal to or less than $100,000.

3.4 Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses

Federal regulations, both CDBG and non-CDBG, make it very clear that subrecipients should make every effort to use local business firms and contract with small, minority-owned and/or women-owned businesses in the procurement process. Specifically,

- A subrecipient must take **affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms** in its CDBG-financed activities (24 CFR 85.36(e) or 84.44(b)). The efforts which a subrecipient should make include:
    - Incorporating such businesses in **solicitation lists** whenever they are potential sources.
    - Ensuring that **such businesses are solicited** when identified as potential sources.
    - **Dividing procurement requirements,** when economically feasible, to permit maximum participation of such businesses.
    - Requiring prime contractors, when **subcontracts** are let, to take affirmative steps to select such firms.
- In conformance with the requirements of ***Section 3 of the Housing and Community Development Act of 1968,*** to the greatest extent feasible, subrecipients must award contracts for work to be performed to eligible ***business concerns located in or owned by residents of the target area*** to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing (see 24 CFR 570.607(b)).

Subrecipients should note, however, that the desire to award contracts to local firms is *not* a legitimate excuse for avoiding an open and competitive procurement process.

Exercise for Chapter 3.0 — Procurement and Contracting Circle the

Correct Answer

1. The reason for Federal competitive procurement requirements is:

   (a) To ensure that supplies, equipment, and services are acquired efficiently.

   (b) To help guarantee a "fair" price for items or services bought with Federal funds.

   (c) To give the public confidence in the procurement practices of Federal assistance programs.

   (d) To allow more firms, particularly local firms, small businesses, and minority- or women-owned businesses, to have an opportunity to compete for work under Federal programs.

   (e) All of the above.

2. A cost or price analysis and documentation of the procurement process is only required for *major purchases.*

   TRUE FALSE

3. A governmental subrecipient is justified in breaking up a procurement into components of $100,000 or less to utilize the "small purchase" procedures if the procurement process for each purchase is still competitive.

   TRUE FALSE

4. The "Section 3" requirements for awarding work to local business concerns takes precedence over the competitive procurement requirements.

   TRUE FALSE

The answers are on next page.

Exercise for Chapter 3.0 — Procurement and Contracting (continued) Answers

to questions from preceding page

1. "(e) All of the above."

2. ***FALSE.*** A subrecipient must do a cost or price analysis and maintain documentation of the procurement process for *every* procurement. However, the level of complexity of the analysis and detail of the documentation should vary by the size of the procurement and the extent of competitiveness in the process. Therefore, the purchase of desktop stationary supplies will require that the subrecipient maintain a very modest level of documentation of how comparative prices were analyzed (through catalogs and/or price quotes). A sole source procurement, on the other hand, will require much more extensive documentation to justify the noncompetitive process and to demonstrate that the price incurred was fair.

3. ***FALSE.*** The standard for "small purchases" is that the procurement is for services, supplies, or property does not exceed $100,000 *in the aggregate.* Therefore, for example, it is not allowable to break up arbitrarily a $150,000 procurement of weatherization materials into three $50,000 purchases just to be able to use the less complicated "small purchase" procedures. The purchase of such materials should be handled through a *sealed bid* method of procurement, with the larger purchase volume entailed in this approach likely to result in lower per unit prices.

4. ***FALSE.*** *Both* sets of requirements must be satisfied. Therefore, the competitive procurement procedures adopted by the subrecipient also must be designed to facilitate and encourage local businesses to compete for the proposed work.

CHAPTER 4.0: PROPERTY MANAGEMENT AND DISPOSITION

If you use CDBG funds to acquire real or personal property, Federal regulations make you, the subrecipient, responsible for ensuring that the property continues to be used for its intended (and approved) purpose, that you keep track of it, that you take care of it, and that if you sell it, you reimburse the grantee for the CDBG share of the property's value.

This fairly straightforward proposition about the ownership, use, management, and disposition of property is complicated by two facts. First, the rules about property management and disposition differ slightly depending on whether you are a public-sector or private-sector subrecipient. (The rules are generally more explicit for governmental subrecipients). Second, the rules depend on the nature of the property. Real property (e.g., land, buildings) is treated differently than personal property (e.g., equipment, supplies, intangible property like copyrights).

This chapter outlines the rules for subrecipients regarding the ownership, management, and disposition of real and personal property. Despite the different treatments, there are several key themes applicable to most property that should be emphasized at the outset:

- Property can only be acquired with CDBG funds for a *specific purpose* that must be approved by the grantee and should be made a part of the Subrecipient Agreement.

- The use of that property for the *approved purpose must continue;* in the case of personal **property,** generally for if the subrecipient owns it and the property is needed for the CDBG activity, and in the case of real **property** (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the Subrecipient Agreement.

- If you own the property, you should *keep accurate records* for it (e.g., purchase date, price, location, physical description, maintenance history and condition, original and current use, and other inventory types of data).

- You have to *control the use* of the property (in accordance with its intended purpose) and *take good care* of it (that is, take adequate steps to prevent its damage, theft, or loss).

- If you no longer need the property, you can dispose of it but only according to specific rules (such as paying back the grantee, accounting for program income, etc.).

The following chart summarizes the applicability of specific sections of the regulations to particular categories of property for governmental and private subrecipients and shows the relevant regulations affecting its ownership, use, and disposition.

Exhibit 4-1: Rules for Property Management and Disposition

Property Management and Disposition Regulations **24 CFR 570.503—all subrecipients (subs)** **24 CFR 85.32–85.34, govt. subs** **24 CFR 84.32–84.34, non-profit subs**	**Real Property (Acquired with CDBG funds)**	**Personal Property Acquired with CDBG funds**		
		Tangible		**Intangible**
		Nonexpendable	**Expendable**	
Typical Example	*Land/Buildings*	*Cars/Equipment*	*Office Supplies*	*Copyrights*
Ownership	See property acquisition, 24 CFR 570.201(a), 201(c), 202, 203(a)	Vested in subs 24 CFR 85.32 24 CFR 84.34	Vested in subs 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to govt. 24 CFR 85.34 24 CFR 84.36
Use & Management	24 CFR 570.505 governs grantees; subrecipients follow 503(b)(7) *	24 CFR 85.32 24 CFR 84.34	24 CFR 85.33 24 CFR 84.35	
Disposition	24 CFR 570.503(b)(7)	Generally, fair-market value or proceeds returned to grantee; with grantee approval, proceeds retained as program income 24 CFR 85.32 and 24 CFR 570.502(a)(8) 24 CFR 84.34 as modified by 570.502(b)(3)(vi)	Residual inventories 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to use remains with govt.

* 570.501(b) requires that units of general local government participating with, or as part of, an urban county, or as part of a metropolitan city, follow the same requirements as are applicable to subrecipients, except that the 5-year period identified under 570.503(b)(7)(i) begins with the date that the unit of general local government is no longer considered by HUD to be a part of the urban county or metropolitan city, instead of the date that the subrecipient agreement expires.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency would care for the property differently if it were purchased with agency funds rather than CDBG funds.

2. Whether your agency's records are up to date in documenting the ownership, use, management, and/or disposition of its property.

3. Whether the procedures for maintaining and protecting the agency's property are adequate or need strengthening.

4. If you are planning to dispose of any property, whether your agency has taken appropriate steps to ensure that the applicable disposition rules are followed for the particular type of property involved.

4.1 Overview

The relevant Federal regulations governing the management and disposition of property are 24 CFR 570.503 for all subrecipients, 24 CFR 84.34(g) as amended by 570.502(b)(3)(vi) for private sector subrecipients, and 85.32, as modified by 570.502(a)(8), and 85.33-34 for governmental subrecipients.

For the purposes of these Federal regulations, "property" is classified according to the following distinct categories:

- **Real property: "**real property" means land, including any improvements to and structures located on the land, but excluding any movable machinery or equipment.

- **Personal property: "**personal property" is basically any kind of property other than real property. Personal property can be *tangible* (such as supplies, furniture, and equipment), or *intangible* (such as copyrights, patents, and inventions).

  Further distinctions can be made between:

  - **Non-expendable personal property,** which generally is considered to include *tangible* personal property having a useful life of more than 1 year and an acquisition cost of $300 or more per unit.

  - **Expendable personal property,** which includes all *tangible* personal property other than non-expendable personal property.

The Federal requirements relating to property are organized according to title (ownership), use, and disposition. In general, a subrecipient's property management system must provide for **accurate records, the conduct of regular inventories, adequate maintenance and control, and proper sales procedures.** Subrecipients must follow sales procedures that provide for competition, to the extent practicable, and that result in the highest possible return.

4.2 Real Property

For *grantees*, the use of real property is governed by 24 CFR 570.505. For real property acquired or improved in whole or in part with CDBG funds in excess of $25,000, the grantee cannot change the use or planned use of the property (including the beneficiaries of such use) without first providing affected citizens notice and opportunity to comment, and determining that either:

a) The contemplated new use meets one of the National Objectives and is not a building for the general conduct of government.

b) The contemplated new use is deemed appropriate (after consultation with affected citizens) but will not meet a National Objective. In this latter case, the grantee must reimburse the CDBG program in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.

The Subrecipient Agreement must be **explicit** about the use of any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $ 25,000. For such instances, **24 CFR 570.503(b)(7)** mandates that such real property either:

- Must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives **for at least 5 years after the expiration of the Subrecipient Agreement** (or a longer time as specified by the grantee in the Subrecipient Agreement); or

- If a National Objective is not met during this time period, the grantee must be **reimbursed for the current fair market value,** less any portion of the value attributable to non-CDBG funds.

4.3 Personal Property — Equipment

For **governmental subrecipients** (24 CFR 85.32):

- **Title:** Title to equipment acquired with CDBG funds is vested in the subrecipient, subject to the conditions described in the following section.

- **Use:** Equipment purchased with CDBG funds or other forms of Federal assistance must be used by the subrecipient in the program or project for which it was acquired, and **as long as needed, whether or not the program or project continues to be supported by Federal funds.**

    - When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

    - The subrecipient also must make the acquired equipment **available for use on other projects or programs** currently or previously supported by the Federal

Government **provided that such use will not interfere with the work on the project or program for which the equipment was originally acquired.**

- A subrecipient is **prohibited** from using CDBG-acquired equipment **to provide services for a fee to compete unfairly** with private companies that provide equivalent services unless specifically authorized by Federal statute.

- With the approval of the grantee, equipment acquired with CDBG funds may be used as **a trade-in on replacement property.**

- **Management requirements:** For equipment (including replacement equipment) acquired in whole or in part with CDBG funds, the subrecipient must have procedures and control systems in place to:

  - Keep **adequate equipment records,** which must include information on:

    - Property description.

    - Identification.

    - Funding source (grant number).

    - Title holder.

    - Acquisition date and cost.

    - Federal share of cost.

    - Location, use, and condition.

    - Unit acquisition cost.

    - Disposition data.

  - **Conduct a physical inventory** of the property no less often than every 2 years, with a reconciliation of the inventory results with the equipment records.

    - Ensure adequate **safeguards for preventing loss, damage, or theft** of property.

- Maintain the equipment in **good condition.**

- **Disposition:** When original or replacement equipment acquired with CDBG funds is no longer needed for the original project or program or for other activities currently or previously assisted with Federal funds, the following rules of disposition will apply **to governmental subrecipients:**

    1) Equipment with **a current per-unit fair market value of less than $5,000** may be retained, sold, or otherwise disposed of by the subrecipient *after notice to the grantee,* subject to the conditions in 3) in the following section.

    2) Equipment with **a current per-unit fair market value of $5,000 or more** may *after notice to the grantee* be retained or sold by the subrecipient with the grantee having the right to compensation in an amount equal to multiplying the current fair market value *or* the proceeds from sale by the Federal share (percentage) in the original acquisition price of the equipment.

    3) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (24 CFR 85.32(g)).

In addition, per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered **program income.**

For **non-profit subrecipients** (24 CFR 84.34):

- **Title:** Title to personal property acquired with CDBG funds is vested with the subrecipient, subject to the following conditions:

    1) **In all cases** in which personal property is no longer needed by the subrecipient for CDBG activities, it must be transferred to the grantee for the CDBG program or can be retained by the subrecipient after compensation to the grantee (per 24 CFR 570.502(b)(3)(vi)(B)).

    2) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (84.34(g)(4)).

    3) In all cases in which personal property is sold, the proceeds will be considered **program income** (24 CFR 570.502(b)(3)(vi)(A)).

4.4 Personal Property — Supplies

For **governmental subrecipients** (24 CFR 85.33):

- Upon termination of the subrecipient's agreement with or award from the grantee, **if there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value, and if such supplies are not needed for any other Federally sponsored programs or project,** the subrecipient must compensate the grantee for the share of such supplies which were acquired with CDBG funds.

For **non-profit subrecipients,** the requirements of 24 CFR 84.35 apply; that is,

- The residual inventory of unused supplies exceeding $5,000 not needed by the subrecipient for CDBG activities must be transferred to the grantee for the CDBG program or can be retained after compensating the grantee.

- **In all cases** in which the residual inventory of supplies is sold, the proceeds are considered **program income.**

4.5 Personal Property — Copyrights

For **governmental subrecipients** (24 CFR 85.34) and for **non-profit subrecipients** (84.36):

- The Federal Government **reserves a royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:

    - The copyright to any work developed with CDBG funds.

    - Any rights of copyright which a subrecipient or a contractor purchases with CDBG support.

Exercise for Chapter 4.0 — Property Management and Disposition

Circle the Correct Answer

1. For **real property** controlled by a subrecipient and acquired or improved with CDBG funds in excess of $25,000, what is the *minimum* period of time following the expiration of the Subrecipient Agreement that such property must be used to continue to meet a National Objective?

   (a) 1 year.

   (b) 3 years.

   (c) 5 years.

   (d) 10 years.

   (e) As long a period as the grantee feels is appropriate.

2. When are the proceeds from a subrecipient's sale of equipment purchased with CDBG funds considered to be **program income?**

   (a) Never.

   (b) When the proceeds are returned to the grantee as compensation for the original CDBG funding.

   (c) When the net proceeds exceed the compensation due to the grantee.

   (d) When the depreciated value of the equipment exceeds the CDBG portion of the original acquisition cost.

   (e) Always.

3. A non-profit subrecipient has in its inventory a computer acquired with CDBG funds that is worth less than $500. The subrecipient may retain it without paying the grantee for its current value if the grantee does not need it for any other Federally sponsored program or project.

4. The Federal Government's copyright license for any written work developed by a subrecipient with CDBG funds does not preclude the subrecipient from reproducing or otherwise publishing such work.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 4.0 — Property Management and Disposition (continued) Answers to questions from preceding pages

1. The correct answer is "(c) 5 years." Although a grantee may stipulate a longer time period (in a closeout agreement, for example), 5 years is *the minimum* period during which such property must continue to be used to address a CDBG National Objective. If, on the other hand, during that time period a national objective is no longer being met or the subrecipient chooses to dispose of the real property, the subrecipient must reimburse the grantee for the fair market value of the property, less any portion attributable to non- CDBG funds.

2. The correct answer is "(e) always," with the qualification that if a portion of the equipment purchase was financed with non-CDBG funds, only the CDBG portion of the proceeds would be program income for the purposes of the CDBG program.

3. ***FALSE.*** The pertinent regulations for non-profit subrecipients (24 CFR 570.502(a)(8) and (b)(3)(vi)) require that, regardless of dollar value, equipment acquired with CDBG funds and no longer needed by the subrecipient for CDBG activities must be transferred to the grantee or retained by the subrecipient only after compensating the grantee.

4. ***TRUE.*** Although the Federal Government reserves a copyright license on such work, it is a *nonexclusive* license.

CHAPTER 5.0: RECORD-KEEPING AND REPORTING REQUIREMENTS

Accurate record keeping and reporting are crucial to the successful management of your CDBG- funded activities. The *failure to maintain* adequate documentation of CDBG-funded activities continues to be one of the most serious administrative issues undermining program performance and regulatory compliance of subrecipients in the CDBG Entitlement program.

Without adequate record keeping, you and your grantee cannot track performance against your contract goals and your grantee cannot provide adequate management support in its oversight of your activities. Insufficient documentation and reporting on your part leads to serious monitoring findings, and those findings are likely to be much more difficult to resolve in cases where records are missing, inaccurate, or otherwise deficient.

It is very important, therefore, that you adhere to the record-keeping and reporting requirements of the Entitlement program and other pertinent regulations. Adequate documentation means knowing:

- What information needs to be collected and why.
- When that information should be collected (and how often).
- How the information should be acquired, organized, and stored.
- How the information should be reported.
- The required retention period for records.

This chapter addresses the minimum standards for documentation with respect to general record-keeping requirements, file organization and maintenance, retention of records, access to records, and reporting requirements. The end of the chapter contains a comprehensive chart identifying key records for each of three record types: administrative records, financial records and project records.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency has a *clearly defined process* for acquiring, organizing, storing, retrieving, and reporting information, especially about your CDBG-funded activities.

2. How you can *strengthen your documentation and reporting systems* to meet the requirements outlined in this chapter.

3. *Who in your agency is responsible* for the majority of record-keeping and reporting tasks, and whether they are properly trained and supported.

4. How you can *streamline your record-keeping and reporting procedures* by standardizing the process and removing duplication of records from your system.

5.1 General Record-Keeping Requirements

Every subrecipient is required to establish and maintain at least three major categories of records:

- **Administrative records:** These are files and records that apply to the overall administration of the subrecipient's CDBG activities. They include the following:
    - Personnel files.
    - Property management files.
    - General program files: files relating to the subrecipient's application to the grantee, the Subrecipient Agreement, program policies and guidelines, correspondence with grantee and reports, etc.
    - Legal files: articles of incorporation, bylaws of the organization, tax status, board minutes, contracts and other agreements.
- **Financial records:** These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.
- **Project/case files:** These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

Since previous chapters of this handbook have provided information about the elements necessary for financial and general administrative records, this chapter focuses primarily on CDBG requirements as they relate to project files or case files. Exhibit 5-1 at the end of the chapter provides a checklist of the most important files that should be maintained by both subrecipients and grantees for monitoring purposes.

The **general CDBG standard for record keeping** is that records must be *accurate, complete and orderly*. A grantee must establish the specific requirements for record keeping in its Subrecipient Agreement (24 CFR 570.503(b)(2)). Grantees frequently specify record keeping requirements for their subrecipients that are very similar to those found in 24 CFR 570.506, so that for the activities undertaken by subrecipients, the grantee will be able to demonstrate compliance with all applicable program requirements. Therefore, a subrecipient should anticipate having to maintain records sufficient to:

Provide **a full description of each activity** assisted with CDBG funds, including the location where the activities occur, the amount of CDBG funds budgeted, obligated, and expended for the activity and the regulatory provision under which the activity is eligible.

- Demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR 570.208 and particularly the record-keeping requirements at 570.506(b)(1) - (12)).

- Show that the subrecipient has made all necessary **determinations required for the eligibility of certain activities** under the CDBG program, including but not limited to 24 CFR 570.201(f) **for interim assistance**, 570.201(i)(2) for **relocation**, 570.201(p) **for technical assistance**, 570.202(b)(3) for **loans to refinance existing indebtedness secured by a property being rehabilitated**, 570.204 for **activities carried out by CBDOs,** and 570.206(f) for the **preparation of applications for other Federal programs, and** 570.209 for **special economic development activities.**

- Document compliance with the program rules regarding **any change of use of real property** acquired or improved with CDBG assistance (24 CFR 570.505 and 570.503(b)(7)(i) and (ii)).

- Demonstrate compliance with the program requirements regarding **acquisition, displacement, relocation, and replacement housing** (24 CFR 570.606).

- Detail the subrecipient's **fair housing** activities and **equal opportunity** compliance.

- Maintain all necessary information relative to the other program requirements specified in Subpart K of 24 CFR Part 570 (which includes **labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients;** and **conflict of interest).**

It should be noted that subrecipients are not responsible for providing documentation for the initial environmental review of an activity, because they cannot assume the grantee's environmental responsibilities (24 CFR 570.503(b)(5)). However, actions that a subrecipient provides to the grantee in order for it to carry out these responsibilities and other actions the subrecipient takes to abate or address environmental findings must be documented.

5.2 File Organization and Maintenance

A subrecipient should structure its project/case files and other records to comply with the general requirements specified in the preceding section and to facilitate preparation of progress and other reports, including all submissions necessary for the grantee's input into the Integrated Disbursement and Information System (IDIS) and its Consolidated Annual Performance and Evaluation Report (CAPER).

In setting up (or reviewing the adequacy of) its record-keeping system, a subrecipient should use this handbook to develop a list of all the items for which it must maintain documentation on a case/project basis and/or an activity basis. For example, if a subrecipient is carrying out a housing rehabilitation program using private contractors, **each project case file** should contain appropriate records, including:

- The owner's application for assistance, including the address of the property.
- Household size and income documentation for the owner and other households in the structure (if a multi-unit building) and other information to determine program eligibility and the appropriate level of financial assistance (underwriting).
- Other demographic information on the anticipated and actual beneficiaries of the activity for this project/case.
- The work write-up on the property.
- Evidence of any required owner contribution or private loan match.
- The financial assistance agreement between the subrecipient and owner (specifying levels of assistance, intended uses for funds, matching requirements, general program requirements, repayment and recapture procedures, requirements for occupancy by low- and moderate-income households if rental property, etc.).
- Evidence of liens to secure loan.
- Documentation of contractor solicitation and selection.
- Documentation of rent affordability, where applicable.
- A copy of executed construction contract, with all necessary provisions.

- Documentation of compliance, as applicable, with historic preservation, flood insurance, lead-based paint, Davis-Bacon, relocation/anti-displacement, and other relevant program rules.

- Evidence of the subrecipient's periodic on-site inspection and sign-off on rehabilitation work, including final inspection.

- Copies of all change orders, with proper authorization.

- Records of disbursements made for completed and approved work. (In regard to this last item, a subrecipient must ensure that the data in its project files agree with its financial records.)

For each type of activity undertaken, a subrecipient in consultation with the grantee should determine the comparable data that must be maintained in the individual case files and establish a system for ensuring that every file contains the necessary information. Although the list will vary from activity to activity, each project or case file should include documentation of the **National Objective** being met, the **characteristics and location of beneficiaries,** the **eligibility of the activity,** the **compliance with special program requirements,** the **allowability of the costs,** and the **status of the case/project.**

A subrecipient must also devote attention to implementing an efficient method for compiling **cumulative data** on its activities **for inclusion in periodic reports** required by the grantee. The subrecipient should develop **logs for recording and totaling programmatic data** (by type of activity, for units of service, numbers of beneficiaries, etc.) as cases are initiated and as they progress to avoid searching through all of its individual case files to obtain aggregate statistics every time a progress report is due. The establishment of such logs at the commencement of a CDBG activity, based on the reporting requirements specified by the grantee (see S**ection 5.5** in the following section), can save a subrecipient considerable time and effort over the course of the activity.

With an automated reporting system, it is critical to structure the computer database to permit the collection and manipulation of all data elements (i.e., characteristics of projects and beneficiaries) necessary for the production of currently required reports and reports that may be desired in the future. This requires a careful appraisal of current and anticipated future operations and an assessment of the "interface" between the computer system and the individuals who will input the data and those who will use the generated reports.

5.3 Retention of Records

To avoid monitoring findings and facilitate audit reviews, subrecipients are required to retain their records for extended periods of time, even though an activity may be completed for some time:

- **For all subrecipients:** 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix) (A) and (B), as appropriate:

  In general, **records are to be retained for 4 years** from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer.

5.4 Access to Records

- Representatives of the grantee, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a subrecipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e))

- Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

5.5 Reporting Requirements

A subrecipient's reporting requirements must be specified by the grantee in the Subrecipient Agreement (24 CFR 570.503(b)(2)). These reporting requirements must be consistent with the provisions of 24 CFR 85.40(a) and (e) and 85.41 (c) and (d) for governmental subrecipients or 24 CFR 84.51(a) for non-profit subrecipients.

Although it has broad discretion over the type and frequency of reports, **a typical grantee is likely to request three kinds of reports** from its subrecipients: information on drawdown requests, regular progress reports, and CAPER data.

- As part of a subrecipient's periodic **drawdown requests,** all grantees should require the subrecipient to provide information on the financial status of the latter's operations, which should include (for each activity) the amount of:

    - Funds budgeted.
    - Funds received in drawdowns to date.
    - Funds obligated in most recent period and to date.
    - Funds expended in most recent period and to date.
    - Cash on hand (including program income identified as such).
    - Previous drawdowns requested but not yet received.

- Most grantees will also require regular **progress reports** from subrecipients. These reports generally will be required monthly or quarterly and will usually be designed to **track actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments** as specified in the project schedule and budget portions of the Subrecipient Agreement.

- In addition, grantees will need information from their subrecipients **in connection with the grantee's input to IDIS and for preparation of its CAPER,** which it must submit to HUD. Although for some grantees the information contained in the subrecipient progress reports may be sufficient to satisfy their CAPER needs, others may need to supplement these regular reports with requests to their subrecipients for special reports. In IDIS and in its CAPER, the grantee must provide the following information on each CDBG activity funded:

    - The activity's name, matrix code, description, and location.
    - The National Objective being met.
    - The amount expended during the program year.
    - The total cost of each multi-unit housing and 570.203(b) economic development activity.

- The amount of unliquidated obligations for each public service and planning and administration activity if CDBG funds are not disbursed during the 90 days after the end of the grantee's program year.

- Activity status and specific units of accomplishments, including compliance with the applicable National Objective, during each program year.

- For rehabilitation activities, the CAPER also requires information (organized separately for single-units and each multi-unit property) on:

  - Activity delivery costs expended in carrying out rehabilitation may be included as part of the cost of the rehab activity or may be reported as a separate activity.

  - Number of units proposed and completed.

  - Number of units in each multi-unit structure initially occupied by low- and moderate-income households following rehab.

  - For multi-unit properties, the amount proposed and expended from CDBG, other public, and private sources.

- The CAPER also requires data on:

  - The characteristics of beneficiaries of direct benefit activities (expressed in total households/persons assisted, number of extremely low-income, low- income, and moderate-income households/persons, and ethnic characteristics of beneficiaries).

  - The source and amount of program income received during the program year.

  - Number and total dollar amount of loans outstanding.

  - CDBG-acquired parcels of property to be sold.

  - Households displaced in connection with CDBG activities.

As mentioned in S**ection 5.2 in the preceding section**, a subrecipient should **carefully identify its complete CDBG reporting responsibilities as part of the process of designing its record-keeping system** for CDBG-funded activities.

A final area of reporting not discussed in this chapter concerns **annual audits.** This subject is addressed in detail in **Chapter 7.0.**

Exhibit 5–1: Record-Keeping Checklist for Tracking Activities

- This form should be initiated when grantee awards a subgrant to a subrecipient.
- The date at the top should indicate the last time the checklist was updated.
- This form should be updated after internal project review, after monitoring visits by the grantee, or when key documents are modified or received from/sent to the grantee.

Date Checklist Last Updated: _____

Documents to be Maintained	Document Source		Status		
	Source	Date	Complete?		Location
Project Application			Y	N	
☐ Original Application	☐Subrecipient	__	☐	☐	_
☐ Amendments to Application	☐Subrecipient/Grantee	__	☐	☐	_
☐ Approval of Amendments	☐Grantee	__	☐	☐	_
☐ Notice of Award	☐Grantee	__	☐	☐	_
☐ Correspondence	☐Subrecipient/Grantee	__	☐	☐	_
Pre-Award Documentation			Y	N	
☐ Articles of Incorporation/Bylaws	☐Subrecipient	__	☐	☐	_
☐ Non-profit Determination	☐Subrecipient	__	☐	☐	_
☐ List of Board of Directors	☐Subrecipient	__	☐	☐	_
☐ Authorization to Request Funds	☐Subrecipient	__	☐	☐	_
☐ Authorized Official	☐Subrecipient	__	☐	☐	_
☐ Organizational Chart	☐Subrecipient	__	☐	☐	_
☐ Résumés of Chief Admin. and Chief Fiscal Officers	☐Subrecipient	__	☐	☐	_
☐ Financial Statement and Audit	☐Subrecipient	__	☐	☐	_
☐ Conflict of Interest Statement	☐Subrecipient	__	☐	☐	_
☐ Plan for Compliance with National Objectives	☐Subrecipient	__	☐	☐	_
☐ Lobbying Statement	☐Subrecipient	__	☐	☐	_
Subrecipient Agreement			Y	N	
☐ Subgrant/Subaward Amount	☐Grantee	__	☐	☐	_
☐ Date of Subgrant/Subaward	☐Grantee	__	☐	☐	_
☐ Statement of Work	☐Subrecipient	__	☐	☐	_
☐ Budget by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Schedule by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Standard Provisions Included?	☐Grantee	__	☐	☐	_
☐ Amendments (Dates)	☐Grantee	__	☐	☐	_

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Financial Records				**Y**	**N**	
☐	Current Approved Budget	☐Subrecipient/Grantee	__	☐	☐	__
☐	Authorization Letter/Signatures	☐Subrecipient	__	☐	☐	__
☐	Financial Management Systems (accounting books, software, reporting systems)	☐Subrecipient	__	☐	☐	__
☐	Chart of Accounts	☐Subrecipient	__	☐	☐	__
☐	List of Source Documents to be Maintained	☐Subrecipient	__	☐	☐	__
☐	Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance)	☐Subrecipient	__	☐	☐	__
☐	Drawdown Request Forms	☐Subrecipient	__	☐	☐	__
☐	Drawdown Request Reports	☐Subrecipient	__	☐	☐	__
☐	Executed Contracts/Bid Docs	☐Subrecipient	__	☐	☐	__
☐	Board Minutes for Approval of Contracts or Bids	☐Subrecipient	__	☐	☐	__
☐	Copy of Most Recent Audit Report	☐Subrecipient	__	☐	☐	__
☐	Certification of Insurance Coverage/Bonding	☐Subrecipient	__	☐	☐	__
☐	CDBG Payroll Records	☐Subrecipient	__	☐	☐	__
☐	Certified Construction Payroll Records (Davis-Bacon applicable)	☐Subrecipient	__	☐	☐	__
☐	Approved Cost Allocation Plan	☐Subrecipient/Grantee	__	☐	☐	__
☐	Relevant Financial Correspondence	☐Subrecipient/Grantee	__	☐	☐	__
Project Monitoring and Control				**Y**	**N**	
☐	Completed Monitoring Reports	☐Grantee	__	☐	☐	__
☐	National Objectives Documentation	☐Subrecipient	__	☐	☐	__
☐	Eligible Activities Documentation	☐Subrecipient	__	☐	☐	__
☐	Activity Status Report (scope, cost, schedule/actual vs. agreement)	☐Subrecipient	__	☐	☐	__
☐	Drawdown Requests/Reports	☐Subrecipient	__	☐	☐	__
☐	Subrecipient Staffing	☐Subrecipient	__	☐	☐	__
☐	Meeting Minutes	☐Subrecipient	__	☐	☐	__
☐	Telephone Log/Notes	☐Subrecipient	__	☐	☐	__
☐	Correspondence	☐Subrecipient	__	☐	☐	__

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Regulatory Compliance File				Y	N	
☐	HUD Monitoring Results	☐HUD/Grantee	__	☐	☐	__
☐	Real Property Inventory, Management and Change of Use	☐Subrecipient	__	☐	☐	__
☐	Anti-discrimination, Fair Housing, EEO, ADA/504 Certifications	☐Subrecipient	__	☐	☐	__
☐	Procurement, Bonding, Insurance	☐Subrecipient	__	☐	☐	__
☐	Labor Standards	☐Subrecipient	__	☐	☐	__
☐	Acquisition, Displacement, Relocation, Replacement Housing	☐Subrecipient	__	☐	☐	__
☐	Environmental Review	☐Grantee	__	☐	☐	__
☐	Loan Status Reports (Economic Development, Rehabilitation)	☐Subrecipient/Grantee	__	☐	☐	__
☐	Administrative Activities	☐Subrecipient	__	☐	☐	__
☐	Flood Insurance Purchase	☐Subrecipient	__	☐	☐	__
Other Project/Activity Files				Y	N	
☐	Plans and Specs (rehabilitation, historic preservation)	☐Subrecipient	__	☐	☐	__
☐	Orientation and Training	☐Subrecipient	__	☐	☐	__
☐	Special Case Records	☐Subrecipient	__	☐	☐	__

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements

Review the following examples and indicate whether the approach being taken is adequate or inadequate. Where you feel the approach is "inadequate," explain why and what might be done differently.

1. John Smith, the program director for the CDBG-funded housing rehabilitation activities of Housing Alliance, Inc., worked diligently with his staff to ensure that every case file contained the information specified in the Subrecipient Agreement for necessary records. As a result, in preparing periodic progress reports, Mr. Smith was able to review each case file and be confident of finding all the data necessary to be included in the reports.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

2. Four years had passed since the submission of the grantee's final Consolidated Annual Performance and Evaluation Report detailing Family Support, Inc.'s counseling services. The independent public accountant (IPA) audit performed for Family Support for the time period in question had not included any findings or questioned costs relating to this project. Joanne White, the executive director of Family Support, Inc., consequently directed her staff to discard the records of this CDBG-funded activity.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

3. Delroy Blaise wanted his subrecipient agency to take advantage of the efficiencies of automated data processing for its record-keeping and reporting functions but did not have anybody on his staff with computer expertise. Therefore, he hired a computer consultant who assisted the agency in purchasing a microcomputer, wrote specific software for entering data and generating reports for all the information currently required by the grantee, and trained the staff in its use.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

The answers are on next page.

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements (continued) Answers to questions from preceding page

Each of the three cases on the previous page is an example of a situation where the subrecipient in all probability is in *technical compliance with the requirements* for record keeping and reporting but may not be taking sufficient action to maximize the efficiency of its operations or to avoid future problems.

1. Although John Smith has taken pains to ensure that his agency could provide the grantee with the required report data, the necessity of having to search through each case file each time a report is due might be not an efficient use of his agency's personnel resources.
   Mr. Smith's organization should also have developed summary sheets of the case files and chronological program logs with key characteristics, from which periodic aggregate tallies could be derived much more efficiently.

2. The 4-year retention rule for records might best be viewed as a *minimum.* It is always theoretically possible that an entity like the HUD Office of the Inspector General (OIG) or the General Accounting Office (GAO) may show up to perform an audit after the 4 years have elapsed and request access to such records in support of some questionable costs. Therefore, even after the 4 years, for your own protection, it is probably best to place the records in storage for a year or so rather than to discard or destroy them.

3. When automating record-keeping and reporting functions, a key consideration is **ongoing flexibility.** In this case, because the software was designed specifically for the *current* records/reporting requirements, if the data desired by either the subrecipient or the grantee changed, it is not clear whether the agency had the technical capacity to modify its computer system accordingly. The agency may have been better served if it had purchased a more "user friendly" generic software package that its own staff could learn to modify.

These examples have been included to remind the reader that the requirements contained in this handbook represent **minimum standards** for administrative, financial, and management systems. These minimums should not automatically become your maximums. Although HUD cannot *require* grantees and subrecipients to go beyond these regulatory standards, it is often in your agency's interest to strive for the "best management practice" possible, or to build an extra margin into your systems, in recognition of the fact that there will always be some unexpected demand on these systems or other problems that will arise over time.

CHAPTER 6.0: OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS

Federal regulations mandate that all CDBG-funded activities conducted by grantees and subrecipients must be ***eligible*** and must meet ***one of three National Objectives.*** These requirements form the regulatory backbone of the CDBG Entitlement program while leaving flexibility to localities to adapt the funding to their needs. There are, however, numerous other administrative and program requirements that govern your use of CDBG funds. Some of these fall into the area of prohibitions (for example, not using CDBG funds to conduct political activities). Others outline actions that ***must be taken*** (for example, taking positive steps to assure civil rights, equal opportunity, and fair housing protections).

You may find that, at any given time, some of these requirements do not directly affect your program or your activities. However, in the interest of ***preventing future problems,*** it is always a good idea to familiarize yourself with these sections of the CDBG regulations before you encounter situations where they apply. The consequence of ignorance is rarely bliss. For example, not observing the restrictions regarding lead-based paint, Davis-Bacon labor standards, or relocation requirements can result in very expensive outcomes for your program. By knowing the rules ahead of time, you will be prepared to avoid the problems and the costs of noncompliance and achieve your objectives with minimal difficulties.

This chapter provides an overview of 14 additional administrative and program requirements specified in Subparts J and K of 24 CFR Part 570 that apply to subrecipients as well as grantees. They are:

- Program Income (24 CFR 570.503 and 570.504).
- Programmatic and Budget Changes.
- Civil Rights and Fair Housing; Employment and Contracting Opportunities (24 CFR 570.601, 570.607 and 570.614).
- Labor Standards (24 CFR 570.603).
- Environmental Requirements (with respect to the use of funds, 24 CFR 570.604).
- Historic Preservation.
- National Flood Insurance Program (24 CFR 570.605).
- Floodplain Management (24 CFR Part 55).
- Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606).
- Lead-based Paint (24 CFR 570.608).

- Political Activity (24 CFR 570.207(a)(3)).
- Conflict of Interest (24 CFR 570.611).
- Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a)).
- Suspension and Termination (24 CFR 570.503 (b) (6), 24 CFR 85.43 and 44, and 24 CFR 84.62).

The purpose of this chapter is to outline the specific requirements and areas of responsibility contained in these sections of the CDBG program regulations. For a more complete explanation of the standards and procedures relevant to any particular requirement, you should refer to the regulations themselves, to the Executive Orders or laws cited, and to your written Agreement with the grantee.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Which of your agency's activities may involve or be affected by the 14 requirements summarized in this chapter.

2. Whether any of these requirements might require a change in the way you currently conduct your CDBG-assisted activities, and if so, how.

3. Ways you should adapt your procedures (e.g., through staff training or changes in systems) to comply with the regulations and ensure that none of these requirements will provide a barrier to fulfilling the objectives of your Subrecipient Agreement.

4. What sort of technical assistance might be helpful to you in understanding and implementing the requirements of Subparts J and K of the CDBG regulations.

6.1 **Program Income** (24 CFR 570.503(a), (b)(3) and (7), and 570.504)

- The term **"program income"** means any gross income received by the subrecipient that was directly generated from the use of CDBG funds (24 CFR 570.500(a)). This includes, but is not limited to:

    - Proceeds from the sale or long-term lease of **real property purchased or improved** with CDBG funds.

    - Proceeds from the disposition of **equipment purchased** with CDBG funds.

    - Gross income from the **use or rental of property acquired** by the grantee or subrecipient with CDBG funds, less the costs incidental to the generation of such income.

    - Gross income from the **use or rental of property owned by the grantee or subrecipient that was constructed or improved** with CDBG funds, less any costs incidental to the generation of such income.

    - Payments of **principal and interest on loans made** using CDBG funds.

    - Proceeds from the **sale of loans made** with CDBG funds.

    - Proceeds from the **sale of obligations secured by loans made** with CDBG funds.

    - **Interest earned on program income,** pending the disposition of such program income.

    - **Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income,** where such assessments are used to recover part or all of the CDBG portion of a public improvement.

  Program income does **not** include (except for funds in lump-sum drawdown accounts), the interest earned on cash advances from the grantee or funds held in a revolving loan fund account. Such interest must be returned to the grantee for remittance to HUD.

When income is generated by an activity that is only **partially** assisted with CDBG funds, the income must be prorated to reflect the percentage of CDBG funds used to determine the portion that is program income.

- The **written agreement** between the subrecipient and the grantee will specify whether any program income received by the subrecipient is to be **returned to the grantee or retained by the subrecipient for use in carrying out CDBG activities.**

- If the program income is to be retained by the subrecipient, the **written agreement will also specify what CDBG-eligible activities** the subrecipient may undertake with the program income.

- The receipt and expenditure of program income **must be recorded** by the subrecipient as part of its records of financial transactions.

- When a subrecipient retains program income, such income must be used for any authorized activity **before drawing down additional grant funds** from the grantee, except in the case of a revolving fund. In the case of **program income in a revolving fund**, the subrecipient must use the program income for the activity for which the revolving fund was established, **before** drawing down additional grant funds for that activity.

- **At the expiration of the Subrecipient Agreement,** any program income on hand or subsequently received by the subrecipient must **be returned to the grantee**.

6.2 Programmatic and Budget Changes

The Subrecipient Agreement and/or the grantee's written policies must specify when prior approval of the grantee is necessary for a programmatic or budget change relative to the subrecipient's CDBG-funded activities. For example, prior approval and/or a written amendment to the Agreement usually will be necessary when any of the following are anticipated:

- A revision to the scope or objectives of the CDBG activities, including purpose, location, or beneficiaries.

- The need to extend the period of availability of funds.

- Changes in key personnel when specified in the application package or grant award.

- In non-construction projects, when contracting out a portion of the activity to a third party, unless specified in the application.

- A revision that would result in the need for additional funding.

- Cumulative transfers among direct cost categories or, if applicable, among separately budgeted activities or projects which exceed 10 percent (unless this requirement is waived by the grantee).

- Expenditures on items for which the applicable cost principles (OMB Circulars A-87 and A-122) require prior approval, see 570.200(h) for pre-award/pre-agreement costs.

6.3 Civil Rights and Fair Housing; Employment and Contracting Opportunities

(24 CFR 570.601-602, 570.607)

The Subrecipient Agreement must require the subrecipient to administer its CDBG funds in compliance with the following Federal laws and Executive Orders, and implementing regulations:

- **Title VI of the Civil Rights Act of 1964 (Public Law 88-352 implemented in 24 CFR Part 1):** This law states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- **Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234):** The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

- **Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107):** This order and its implementing regulations require HUD to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of residential property assisted with Federal loans, advances, grants, or contributions.

Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*.): This law provides that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

- **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*., particularly 42 U.S.C. 6101 *et. seq*., and 29 U.S.C. 794):** This law mandates that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.

- **Section 3 of the Housing and Community Development Act of 1968** (12 U.S.C. 1701u): This section implemented at 24 CFR Part 135 requires that, to the greatest extent feasible, a subrecipient must:

    - 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 residents 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.

    - 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 are given 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 which 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.

- **Section 504 of the Rehabilitation Act of 1973, as amended (implemented at 24 CFR Part 135):** This section specifies that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

- **The Americans with Disabilities Act (ADA) of 1990:** This law prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

- **The Age Discrimination Act of 1975, as amended:** This law provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance.

- **Executive Order 11246 (as amended by Executive Orders 11375 and 12086) — Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts:** This order requires that grantees and subrecipients and their contractors and subcontractors agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- **The Architectural Barriers Act of 1968:** The Architectural Barriers Act (ABA) of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards.

6.4 **Labor Standards** (24 CFR 570.603)

- **All laborers and mechanics** employed by contractors or subcontractors on **construction work** in excess of $2,000 and financed in whole or in part with CDBG funds must be paid **"prevailing wages"** that have been determined in accordance with the **Davis-Bacon Act** as amended (40 U.S.C. 276a–276a-5). The Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) also applies to such activities.

- **These labor standards shall apply only to the rehabilitation of residential property if the property contains not less than eight (8) units.**

  Subrecipients are strongly encouraged to consult closely with their grantee during the planning of any construction or rehabilitation projects to assure that all the requisite labor standards will be properly observed. Grantees and subrecipients should pay particular attention to the technical complexities entailed in:

  - Determining whether a project might be subject to Davis-Bacon requirements.
  - Obtaining the appropriate prevailing wage rates and inserting the wage determination and the appropriate labor standards provisions in the contract.
  - Requesting additional wage rate classifications that may not appear on a wage decision.
  - Conducting an adequate pre-construction conference.
  - Monitoring the work-site and contractor/subcontractor payrolls to document compliance with these requirements, including on-site employee wage interviews.

6.5 **Environment Requirements** (24 CFR 570.604)

In their use of CDBG funds, grantees are required to assume responsibility for **environmental review, decision making, and other action** that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly **prohibit subrecipients from assuming the grantee's environmental responsibilities** (see 24 CFR 570.503(b)(5)(i)).

However, under the applicable regulations for any project receiving CDBG assistance, **no party involved with the project, including subrecipients, may commit funds to the project, including incurring project costs, until the grantee completes the appropriate**

environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, **the grantee must first make a formal determination that the activity(ies) is exempt. (**The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

6.6 Historic Preservation

Subrecipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a subrecipient should receive assurances from the grantee that the grantee is in compliance with the Act.

Part of the grantee responsibility requires it to consult with the State Historic Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3) involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic.

If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

6.7 National Flood Insurance Program (24 CFR 570.605)

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. *Note that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).*

6.8 Floodplain Management

Subrecipients should select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order

11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

Note that the guidance relating to environmental requirements is available on the HUD Web site at: http://www.hud.gov/offices/cpd/environment/index.cfm.

6.9 Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606 (b) and (c))

A subrecipient must comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 24 CFR 570.606(b), and 49 CFR Part 24; and (2) the requirements of 24 CFR 570.606(c) and 24 CFR Part 42 governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under Section 104(d) of the HCD Act.

Under the URA and the Plan, the subrecipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. (Failure to issue timely notices may result in unnecessary expenses.)

The Plan also requires the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

Real property acquisition requirements are described in 49 CFR 24, Subpart B.

6.10 Lead-Based Paint (24 CFR 570.608 and Part 35)

CDBG-funded activities, such as the acquisition, construction, or rehabilitation of residential structures, may not use lead-based paint.

Certain requirements apply to the use of CDBG funds for the rehabilitation of a residential property that was constructed before 1978. At a minimum, grantees are required to: (a) notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards; (b) paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made; (c) provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-

approved equivalent; (d) reduce lead hazards as required by the applicable subparts of Part 35; and (e) perform clearance testing, including dust testing, before reoccupancy after all but minimal ("de minimis") amounts of paint disturbances. (See in the following section for details.)

The CDBG regulation at 24 CFR 570.608 states that the following subparts of Part 35 apply to the use of CDBG funds in pre-1978 housing:

- A - (Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property),
- B - (General Lead-Based Paint Requirements and Definitions for All Programs),
- J - (Rehabilitation),
- K - (Acquisition, Leasing, Support Services, or Operation), and
- R - (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities).

Part 35, Subpart A, is called the Lead Disclosure Rule; and Part 35, Subparts B through R, are called the Lead Safe Housing Rule.

Certain properties are exempt from the requirements of the Lead Safe Housing Rule. They include:

- Housing built on or after January 1, 1978;
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks;
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 resides or is expected to reside there;
- Units that have been found to be free of lead-based paint by a certified lead-based paint inspector;
- Units where all lead-based paint has been removed;
- Unoccupied housing that will remain vacant until it is demolished;
- Non-residential portions of mixed-use buildings, except that spaces serving both residential and non-residential uses are covered by the rule;
- Units that are to be rehabilitated without disturbing a painted surface; and
- Units that are subject to emergency repair action needed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage;

For properties that are covered by the Lead Safe Housing Rule, the lead-based paint requirements for rehabilitation depend on the amount of Federal rehabilitation assistance provided. The amount of Federal rehabilitation assistance is the average per unit amount of Federal funds for the hard costs of rehabilitation, excluding lead-based paint hazard evaluation and hazard reduction activities. In calculating this assistance amount, you must consider both the total amount of Federal assistance to be used (including CDBG and other funds) and the hard costs of rehabilitation (including Federal and non-Federal funds). Whenever these two amounts

are not the same, the smaller of the two determines the type and level of lead-based paint requirement. For a structure with more than one dwelling unit, the thresholds are applied against the average amount of Federal assistance per unit or the average hard cost of rehabilitation per unit, whichever is lower.

The following is a general overview of the requirements based on dollar thresholds per year per assisted housing unit:

- **Up to and including $5,000**—notice, provision of pamphlet, paint testing of surfaces to be disturbed or presumption of lead-based paint, safe work practices as part of rehabilitation (except for minimal amounts of paint disturbances), repair any paint that is disturbed, and clearance after the work and before reoccupancy.

- **$5,001–$25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment to identify lead-based paint hazards, interim control or standard treatment of lead-based paint hazards, and clearance.

- **Over $25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment, abatement of lead-based paint hazards, ongoing lead-based paint maintenance, and clearance.

- **Minimal ("de minimis") amounts**—Safe work practices and clearance are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: 20 square feet on exterior surfaces; 2 square feet in any one interior room or space, or 10 percent of the total surface area on an interior or exterior type of component type with a small surface area (e.g., window sills, baseboards, and trim).

- **Pamphlet**—The Protect Your Family From Lead in Your Home pamphlet can be downloaded in English and Spanish from www.hud.gov/offices/lead or www.epa.gov/lead, and single paper copies can be obtained from the National Lead Information Clearinghouse at 1-800-424-LEAD. Persons with hearing or speech impediments may access this telephone number via TTY by calling the toll-free Federal Information Relay Service at 1-800-877-8339.

The in the preceding section description is intended to provide basic information on lead-based paint requirements. Consult the applicable portions of 24 CFR Part 35 (see www.hud.gov/offices/lead) and/or contact the HUD field office for greater detail if you are carrying out an activity subject to these requirements.

6.11 **Political Activity** (24 CFR 570.207(a)(3))

A subrecipient is prohibited from using CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold meetings, candidate forums, or voter registration, provided that all parties and organizations have access to the facility on an equal basis and are assessed equal rent or use charges, if any.

6.12 **Conflict of Interest** (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients, is the procurement regulations located at 24 CFR 84.42 and 85.36. (See 24 CFR 570.611(a)(1).) The second set of provisions is located at 24 CFR 570.611(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the subrecipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
    - an employee, officer, or agent of the subrecipient;
    - any member of an employee's, officer's, or agent's immediate family;
    - an employee's, agent's, or officer's partner; or
    - an organization which employs or is about to employ any of the in the preceding section.
- Require that employees, agents, and officers of the subrecipient neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to subagreements. However, subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- Provide for disciplinary actions to be applied for any violations of such standards by employees, agents, or officers of the subrecipient.

With respect to all other CDBG-assisted activities, the general standard is that no employee, agent, or officer of the subrecipient, who exercises decision-making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds of the activities. Specific provisions include that:

- This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, a designated public agency, or a subrecipient, and to their immediate family members, and business partner(s).

- The requirement applies for such persons during their tenure and for a period of 1 year after leaving the grantee or subrecipient organization.

- Upon written request, exceptions may be granted by HUD on a case-by-case basis, after consideration of the cumulative effect of various factors listed at 24 CFR 570.611(d), and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

6.13 Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a))

A grantee is responsible for ensuring that all CDBG funds under its oversight are used in accordance with all program requirements, and for determining the adequacy of its subrecipients' performance. Accordingly, **the grantee is empowered to make site visits and review program files as necessary to fulfill these responsibilities.**

6.14 Suspension and Termination (24 CFR 570.503(b)(6))

When problems arise in the performance of a subrecipient, the grantee is responsible for taking appropriate actions **for correcting these deficiencies,** including suspending or terminating **the CDBG activities being carried out by the subrecipient (24 CFR 570.501(b)).**

Consistent with 24 CFR 570.503(b)(6), the **written agreement** between the grantee and the subrecipient must specify that suspension or termination may occur if the subrecipient materially fails to comply with any term of the CDBG award, and that the agreement may also be terminated for convenience (also see 24 CFR 85.43–85.44 and 84.62).

Exercise for Chapter 6.0 — Other Administrative and Program Requirements Circle t

he Correct Answer

1. Available program income must be used by the subrecipient before requesting additional grant funds from the grantee.

TRUE FALSE

2. Program income must be used by the subrecipient for the same CDBG-funded activity that generated it.

TRUE FALSE

3. Amendments to the Subrecipient Agreement are only necessary if the amount of the CDBG funding or the period in which it will be available is to be changed.

TRUE FALSE

4. Regardless of the National Objective being addressed by a CDBG-funded public construction activity, in carrying out that activity, a subrecipient must ensure that to the greatest extent feasible, jobs are made available to local low- and moderate-income persons.

TRUE FALSE

5. Davis-Bacon "prevailing wage" standards apply to all CDBG-funded construction or rehabilitation projects.

TRUE FALSE

6. Subrecipients are required to perform an environmental review before incurring any program expenses in connection with a CDBG-funded activity.

TRUE FALSE

7. In areas identified by FEMA as having special flood hazards, the National Flood Insurance requirements apply only to CDBG-funded new construction projects.

TRUE FALSE

8. The "one-for-one replacement" rule for low/moderate-income dwelling units that are demolished as a result of a CDBG-funded project only applies if the unit was occupied at the time that the CDBG project was initiated.

TRUE FALSE

9. In a structure to be rehabilitated that has historic significance and is found to contain lead paint, the lead-based paint abatement requirements take precedence over the historic preservation requirements.

TRUE FALSE

10. If a contractor, who sits on the board of directors of a non-profit subrecipient, offers to donate his time to perform rehabilitation on the subrecipient's homeless shelter, there is no conflict of interest if the contractor is only reimbursed for the cost of materials.

TRUE FALSE

11. A grantee may only perform an on-site monitoring at a time convenient to the subrecipient, and during that monitoring the grantee does not have a right to inspect individual client files.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 6.0 — Other Administrative and Program Requirements (continued)

Answers to questions from preceding pages

1. ***TRUE***. According to 24 CPR 570.504(b)(2), program income on hand must be used before drawing down additional grant funds, **except** in the instance of program income in a revolving fund, in which case the subrecipient must use the program income for the activity for which the revolving fund was established before drawing down additional funds for that same activity.

2. ***FALSE.*** The Subrecipient Agreement must specify whether the subrecipient will be allowed to retain program income (24 CFR 570.504(c)). The Agreement should also specify the CDBG activities for which this program income may be used, which do not have to be the same activities that generated it. For example, the Agreement could specify that program income generated from repayment of economic development loans to for-profit businesses is to be used subsequently for housing rehabilitation loans. On the other hand, the grantee could authorize the subrecipient to keep the income in a revolving fund, in which case it would have to be used for making other economic development loans.

3. ***FALSE***. In addition to changes to the total funding and period of performance, there are a variety of other circumstances under which a formal amendment to the Agreement should be executed. For example, a formal amendment should be made if additional activities are added to the scope of work, funds are substantially re-budgeted among activities, or the performance objectives for a particular activity are modified. Although sometimes incorrectly dismissed as a mere formality, written amendments serve to protect both the grantee and the subrecipient by making explicitly clear what the current expectations and legal responsibilities are for each party to the agreement.

4. ***TRUE.*** A requirement of Section 3 of the Housing and Community Development Act of 1974, as amended, states that it is the responsibility of grantees and subrecipients to make every reasonable effort to ensure that such employment opportunities are created for low- and moderate-income persons within the area.

5. ***FALSE.*** In general, Davis-Bacon "prevailing wage" standards apply only to construction contracts in excess of $2,000 for construction work financed in whole or in part with CDBG assistance. For rehabilitation or new construction of residential properties, a CDBG-financed project is only subject to Davis-Bacon requirements if the property includes eight (8) or more units.

6. ***FALSE.*** Although a subrecipient is not allowed to incur program expenses for a CDBG project before the receipt of environmental clearance, it is the *grantee* that has the responsibility of completing the environmental review, *not* the subrecipient.

7. ***FALSE.*** The National Flood Insurance Program requirements apply to *any CDBG-funded acquisition or construction project (including rehabilitation)* in a community that has had notice from FEMA for more than a year that the project area has special flood hazards.

8. ***FALSE.*** The "one-for-one replacement" requirement applies if the low/moderate-income unit had been *occupiable* and not just if it was actually occupied.

9. ***FALSE.*** Both the lead-based paint abatement and the historic preservation requirements must be satisfied. If the subrecipient cannot comply with both sets of requirements with the available funding, then it cannot assist the unit.

10. ***FALSE.*** Even if the contractor only receives reimbursement for materials "at cost," the contractor will be considered to have a "financial interest" and therefore a conflict would exist. However, the grantee could request that HUD provide an exception in accordance with § 570.611(d) in this type of instance, where the contractor's interest does not include payment for his or her services.

11. ***FALSE.*** In its efforts to fulfill its oversight responsibilities, a grantee is given broad discretion in the establishment of schedules for on-site visits and for examining any program records that it deems necessary for monitoring compliance with CDBG requirements. However, it is good practice to consider the subrecipient's situation when scheduling such a visit, so as not to create too much of an inconvenience.

CHAPTER 7.0: AUDITS

Even if your agency had its own internal sources of funds, you would still want to have some independent review of your financial and program results to let you know whether you were making adequate progress toward your goals and objectives, and that you were not wasting funds. GAO has stated that you, as a subrecipient of the CDBG Entitlement program, share a joint responsibility with your grantee to ensure that Federal program resources are applied "efficiently, economically and effectively to achieve the purposes for which the resources were furnished."[1] The financial and performance audits discussed in this chapter are designed to assure that grantees and subrecipient agencies meet this mutual responsibility and are accountable to the public. In particular:

1. ***Financial audits*** are designed to provide an independent opinion on whether your agency's financial statements present in a fair manner actual operating results in accordance with accepted standards, and whether your agency has complied with specific financial requirements in terms of systems and procedures.

2. ***Performance audits*** provide an independent point of view on the extent to which your agency has faithfully, efficiently and effectively carried out its operations, and achieved the intended results or benefits of its programs.

In general, a formal IPA audit sits at the third rung of a four-rung examination ladder. The first rung corresponds to your own internal bookkeeping systems and procedures that enable you to compile operating results for a given period of time and give you a chance to compare your agency's financial and program results for that period, as a whole, to your goals and objectives. The second rung corresponds to an outside accountant's compilation and review of your operating data for a given period. However, at this level, the review is still informal and may not result in the accountant's formal opinion as to the reliability and accuracy of the results.

The third level of examination, discussed in this chapter, corresponds to the formal IPA audit that must be performed anytime your agency expends $500,000 or more in Federal funds in a year. Its primary goal is to determine whether your agency has adequate systems in place to assure that:

- Goals and objectives are met.

- Resources are safeguarded.

[1] U.S. General Accounting Office, Government Accounting Standards (U.S. Government Printing Office: Washington, D.C., 1988) pp. 1-4.

- Laws and regulations are followed.

- Reliable data are obtained, maintained, and accurately disclosed.

This level of review should always result in a formal opinion of the accuracy and reliability of the data presented as expressed in a management letter.

The fourth level of audit corresponds to detailed evaluations by the GAO or HUD's OIG that are designed to improve the productivity of Federal agencies and programs by identifying and correcting poor management practices among these agencies and their grantees and subrecipients. These types of audits are not discussed in detail here, but, if you are interested, your grantee or local HUD office should be able to provide you with information on GAO and OIG procedures and standards.

This chapter summarizes Federal requirements for IPA audits of subrecipients subject to the provisions of the Single Audit Act. It discusses general audit requirements, internal control and compliance reviews, audit reports, auditor selection and procurement, audit costs, and audit review and resolution procedures. The intent is not only to summarize the procedures necessary to comply with Federal requirements, but also to show that an IPA audit gives you an excellent opportunity to measure the strengths and weaknesses of your program so you can improve your performance.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. *What kind of audit* your agency is required to perform, and whether multiple funding sources are involved (Federal, non-Federal).

2. Based on prior financial reviews or audits, whether you feel your agency has *sufficient control* over its financial situation and its CDBG-related activities.

3. Whether there are any particular *financial or program concerns* you feel should be addressed as part of your next audit.

4. What *files, records, or procedures should be organized and updated* before your next audit, so that the auditor might be more efficient in collecting and organizing the data and giving you important feedback on financial and program results.

7.1 General Audit Requirements

Subrecipients that expend $500,000 or more in total Federal financial assistance [4] in a year are responsible for obtaining **an independent audit** in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 and 85.26. The computation of the total of such assistance includes all Federal funds received by the entire entity, and not just the department or division receiving the CDBG funding. For purposes of determining the amount of Federal assistance expended, all Federal assistance shall be considered, including that which is received directly from a Federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.

If a subrecipient expends **less than $500,000 per year** in Federal financial assistance, it is exempt from Federal audit requirements. However, the subrecipient must still have records available for review by HUD, the grantee, or GAO, and there also may be separate state or local laws prescribing additional audit requirements.

If a subrecipient has expended more than $500,000 in a year under *only one Federal program*, the auditee may elect to have a program-specific audit conducted in lieu of a single audit. ***(A single audit is an audit that includes both the entity's financial statements and the Federal funds it has expended.)*** If the subrecipient elects this option, the auditor(s) will perform the compliance testing for the individual grant program in accordance with OMB Circular 133, Subpart B—Audits §_ .235 Program-specific audits.

If a subrecipient in turn provides $500,000 or more of its Federal financial assistance in a year **to another subrecipient**, the providing subrecipient must ensure that this second subrecipient has complied with the relevant audit requirements and applicable laws and regulations. It must also issue a management decision on audit findings within 6 months after receipt of the audit report and ensure that the subrecipient takes appropriate and timely corrective action (see OMB Circular A-133, Subpart D, §_ .400 Responsibilities, paragraph [d]).

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[4] "Federal financial assistance" means assistance provided directly by a Federal agency to a recipient or a subrecipient or through a recipient to a subrecipient to carry out a program or activity. Such assistance may be in the form of:

- Grants.
- Loans.
- Contracts.
- Cooperative agreements.
- Loan guarantees.
- Property.
- Interest subsidies.
- Insurance.
- Direct appropriations.
- Other non-cash assistance.

Subrecipients will be responsible for providing the auditor with a summary schedule of any prior audit findings, whether corrective action was taken, and the status of corrective actions not yet completed.

7.2 Internal Control and Compliance Review

The Single Audit Act requires, among other things, that the independent auditor determine and report on whether the organization or governmental entity has **internal control systems** to provide reasonable assurance that it is managing its Federal assistance programs in compliance with applicable laws and regulations. (See also OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (c).) The auditor will perform tests of these controls to evaluate the effectiveness of the design and operation of the policies and procedures in preventing or detecting material noncompliance.

The auditor will also conduct **compliance testing.** (OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (d).) For the CDBG program, the auditor will examine a sample of transactions to determine whether:

- The amounts reported by the subrecipient as expenditures were for allowable services, and the records show that those who received benefits or services were eligible to receive them.

- Applicable limitations (such as ceilings on administrative costs, or funding for public services, as well as allocations for activities to principally benefit low- and moderate- income individuals) were met.

- The subrecipient's financial reports and claims for advances and reimbursements contain information that is supported by the books and records from which the basic financial statements have been prepared.

- Program income received was properly recorded and used before drawing additional grant funds.

- The expenses claimed by the subrecipient are in accordance with the applicable cost principles and uniform administrative requirements.

7.3 Audit Reports

Following the completion of the audit, an audit report must be prepared. (See OMB Circular 133, Subpart E--Auditors, §__.505 Audit reporting.) The audit report must contain at least the following (assuming that it is a single audit as opposed to a program-specific audit):

- **An opinion as to whether the subrecipient's financial statements** are presented fairly in all material respects, and **an opinion as to whether the schedule of expenditures of Federal awards** is presented fairly in relation to the financial statements taken as a whole.

- **A report on the subrecipient's internal control related to the financial statements and major programs.** The report would be expected to identify the significant internal accounting controls and those controls designed to provide reasonable assurance that Federal programs are being managed in compliance with applicable laws and regulations.

- **A report on compliance containing:** an opinion as to whether each major Federal program was being administered in compliance with applicable laws and regulations; a statement of positive assurance for those items tested; negative assurance for those items not tested; a summary of all instances of noncompliance; and, identification of total amounts questioned.

- **A schedule of findings and questioned costs,** where applicable.

The audit must generally be completed within 9 months after the end of the audit period and the report submitted within 30 days of receipt of the auditor's report(s). The subrecipient shall submit to the Federal clearinghouse designated by OMB the data collection form used in the audit along with a copy of the reporting package. It shall also submit a copy of the reporting package to HUD and the grantee.

A subrecipient should maintain copies of audit reports on file for a minimum of 4 years from the date of their issuance. Similarly, the subrecipient should ensure that its auditor maintains copies of the audit work papers for a minimum of 4 years from the date of the report issuance. If there remain unresolved audit issues at the end of this 4-year period, the subrecipient should notify the auditor in writing to extend the retention period.

7.4 Auditor Selection/Procurement

In arranging for audit services, subrecipients must follow the procurement requirements found in 24 CFR 85.36 or 24 CFR 84.41-48, as applicable. Small audit firms and audit firms owned and controlled by minorities or women must have the maximum practicable opportunity to participate in audit contracts.[5]

[5] See OMB Circular A-133, §__.305.

In requesting proposals for audit services, the objectives and scope of the audit should be made clear. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control review, and price.

7.5 Audit Costs

The costs of audits made in accordance with the applicable regulations are allowable charges to Federal assistance programs. These charges can be treated as either a direct cost or an allocated indirect cost. In regard to the latter, the percentage of costs generally charged to Federal assistance programs for a single organization wide audit should not exceed the percentage that the subrecipient's Federal funds represent of total funds expended by the entity during the applicable year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual costs.

7.6 Audit Review and Resolution

As noted in the preceding section, the reports from any independent audits must be forwarded by the subrecipient to the grantee (in its role as the entity providing the funds), who will review all such reports to determine whether they meet all relevant standards and are acceptable.

A subrecipient must establish a system to ensure a ***timely and appropriate resolution*** to audit findings and recommendations. This system must address both independent audits performed relative to the Single Audit Act and audits completed on the subrecipient's operations by the HUD OIG, GAO , or other governmental bodies.

A subrecipient's first step in the resolution of an audit is the preparation of its "Management's Response" to the findings and recommendations contained in the audit report. In its response, the subrecipient should provide:

For findings/recommendations with which the subrecipient agrees:

- Information on the actions it has taken (or plans to take) to correct the specified noncompliance or financial system deficiencies.

For findings/recommendations with which the subrecipient does not agree:

- The basis (including relevant documentation) for the subrecipient's belief that an audit finding or recommendation is inaccurate or inappropriate.

Typically, the Management Response is due within 30 days from the subrecipient's receipt of an audit report. If, in its Management Response, the subrecipient disagreed with any of the audit findings or recommendations, the grantee will re-examine the points in question to determine whether any revisions to the report's findings/recommendations are warranted. It will then issue a Management Decision concerning the finding or recommendation.

For those audit findings and recommendations with which the subrecipient agrees, and for any disputed findings or recommendations in which the subrecipient's challenge is not upheld (in the grantee's management decision), the next step in the resolution process is the implementation of procedures to prevent the deficient conditions from re-occurring. In general, action to correct findings or to implement recommendations must be completed within 1 year of the issuance of the audit report. The grantee may perform a site visit or require documentation that the corrective action procedures have been implemented, or may require the subrecipient's independent auditor to report whether the subrecipient has implemented the prior year's corrective action and/or recommendations.

A **"repeat finding"** (a deficiency or area of noncompliance which appears in more than one successive audit for a subrecipient) will be viewed very seriously by a grantee and can often result in special conditions being attached to the subrecipient's CDBG funding or other sanctions.

Occasionally, the findings from an audit will result in **"questioned costs."** A subrecipient's costs associated with its CDBG funding may be questioned for the following reasons:

- There is inadequate documentation to support the expenditure or the amount of cost charged to the grant.

- The expenditure does not appear to be related to the grant project.

- The cost was incurred outside the effective period of the Subrecipient Agreement or was a program expense incurred by the subrecipient before environmental review clearance was achieved.

- The expense is unallowable under the program regulations and applicable cost principles.

- The cost required the prior approval of the grantee, and no prior approval was obtained.

To resolve a questioned cost, the subrecipient must:

- Provide the missing documentation to support the expenditure and amount.

- Offer detailed explanation of how the cost relates to the grant program.

- Seek retroactive approval for an expense that required prior approval (which the grantee may or may not give).

If a subrecipient is not able to resolve a questioned cost to the satisfaction of the auditor and/or grantee, the expense will be **disallowed.** A disallowed expense for which Federal funds were originally used must be reimbursed from non-CDBG/non-Federal funds. On occasion, such reimbursements can be repaid on a payment schedule negotiated with the grantee or the other relevant officials (e.g., HUD/OIG representatives).

Exercise for Chapter 7.0 — Audits Circle t

he Correct Answer

1. A non-profit subrecipient that has expended $35,000 in Federal financial assistance in a year from multiple Federal programs must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for each Federal award.

   (c) Either (a) or (b).

   (d) No audit is required.

2. A non-profit subrecipient that has expended a total of $550,000 in Federal financial assistance in a single year, but only from one Federal program, must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for the Federal award.

   (c) Either (a) or (b).

3. Which of the following are necessary components of a financial audit report under the Single Audit Act?

   (a) An organizational chart or description of the entity's organizational structure.

   (b) Financial statements and schedule of Federal assistance.

   (c) An inventory of non-disposable property.

   (d) An itemization of personnel positions and salaries.

   (e) An evaluation of internal control systems.

   (f) A report on compliance.

   (g) An assessment of the entity's efficiency and effectiveness in its operation of the Federal program(s).

4. A subrecipient may procure independent audit services from any source of its choosing.

TRUE FALSE

5. Cost considerations must be the dominant factor in the selection of auditors.

TRUE FALSE

6. Since the Single Audit Act mandates a single audit for non-profit subrecipients that expend a total of $500,000 or more in a single year from multiple Federal programs, the non-profit can charge the full cost of the audit to those Federal programs.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 7.0 — Audits (continued) Answers to questions from preceding pages

1. "(d)." No audit is required because the subrecipient expended less than the $500,000 in total Federal assistance that triggers the requirement for an audit.

2. The subrecipient may have either type of audit. 3.

   "(b)," "(e)," and "(f)."

4. ***FALSE.*** Subrecipients must follow procurement rules in either the Federal Acquisition Regulation or in 24 CFR Parts 84 and 85, as applicable.

5. ***FALSE.*** Cost should only be a selection factor when the other selection criteria such as the qualifications and independence of the firms being considered have been met.

6. ***TRUE.*** Since the audit is a mandated Federal requirement, the Federal programs can pay the full cost of the audit.

CHAPTER 8.0: CLOSEOUT

It would be nice if the closeout process for completing your activities under a Subrecipient Agreement were as simple as closing out a bank account or making a final payment on a mortgage. Unfortunately, closeout procedures can be somewhat drawn out, depending on the complexity of the activities undertaken and the nature of any contingent assets or liabilities which may survive the completion of your CDBG-funded activities.

What this means is that your agency may remain "on the hook" (i.e., responsible) despite having completed all requirements under its Agreement and despite having paid/received all accounts due. ***The key to closing out your activities effectively is "clarity."*** Clarity can only be achieved if you have carefully and fully documented all of your financial and program activities up to the point of closeout. The weaker your documentation, or the more complicated your program, or the longer time that has elapsed over the life of the Agreement, the more difficult it may be to achieve a resolution of closeout issues to the satisfaction of both your agency and the grantee.

This chapter is designed to help you understand the closeout process with respect to:

- General issues that must be addressed.
- Specific closeout procedures typically undertaken by subrecipients.
- Adjustments made to account for final costs, cash, and other asset balances.
- Continuing subrecipient responsibilities mandated by Federal regulations.

By knowing these ahead of time, you can *take appropriate steps now* to assure that you and the grantee are fully aware of the likely issues to be addressed during the settlement process. You can also clear up any documentation problems that may hinder your ability to finalize activities and deliverables under your Subrecipient Agreement.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether any of your CDBG-funded activities may be ready to closeout, and what their status is.

2. Whether your financial and progress reports are up-to-date and accurately reflect the completion of your work under the Agreement.

3. Whether there are any outstanding monitoring issues (findings or concerns) that have not been resolved to the satisfaction of the grantee.

8.1 Overview

The closeout of a Subrecipient Agreement is the process by which the grantee determines that all required work under the Agreement has been completed. This means that all financial, administrative, and performance issues related to the activities undertaken by the subrecipient have been resolved to the satisfaction of both the grantee and the subrecipient.

The Federal regulations applicable to the CDBG program include few specific requirements relative to the closeout of subrecipient projects. The lack of specific Federal requirements means that there will be some variation in closeout procedures among communities. Nonetheless, many grantees, through the incorporation of appropriate language in their Subrecipient Agreements, require their subrecipients to follow closeout procedures that are similar to the ones that the grantees themselves must follow pursuant to 24 CFR 570.509. The following section describes the general process detailed in 24 CFR 570.509 that is often used by grantees as a standard for the closeout of subrecipients.

8.2 Closeout Procedures

A grantee will usually initiate closeout procedures relative to a subrecipient when:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the grantee has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the grantee usually will require the subrecipient to provide final versions of all financial, performance, and other reports that were a condition of the award. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income).
- A final request for payment.

- A final inventory of property in the subrecipient's possession that was acquired or improved with CDBG funds.

Although an alternate deadline may be established by the grantee, frequently these reports are due within 90 days of the expiration/termination of the Subrecipient Agreement or notification by the grantee. The grantee generally will also require the subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report.

Based on the information provided by the subrecipient in these final reports and other relevant information, the grantee may execute a closeout agreement with the subrecipient that specifies:

- Any closeout costs or contingent liabilities subject to payment with CDBG funds after the closeout agreement is signed.

- The amount of any unused CDBG funds (see Section 8.3 regarding the disposition of these funds).

- The subrecipient's responsibilities after closeout (see Section 8.4).

- Other provisions appropriate to any special circumstances.

8.3 Cost and Cash Adjustments (24 CFR 570.503(b)(7))

Upon receipt by the grantee of the reports referred to in Section 8.2 in the preceding section, the grantee will make upward or downward adjustments to the subrecipient's allowable costs. The grantee should make prompt payment to the subrecipient for any outstanding allowable reimbursable costs.

Pursuant to 24 CFR 570.503(b)(7), the Subrecipient Agreement must specify that any grant funds that are remaining in the subrecipient's possession at the expiration or termination of the agreement must be refunded immediately to the grantee. Similarly, any accounts receivable must be transferred to the grantee.

According to 24 CFR 85.52 (which specifically applies to subrecipients that are governmental entities), any funds paid to the subrecipient in excess of the amount to which the subrecipient is finally determined to be entitled under the CDBG program constitutes a debt to the Federal Government. If not paid by the subrecipient within a reasonable period of time, a grantee may reduce this debt by making an offset against other requests for reimbursement from the subrecipient by withholding advance payments or by other action permitted by law.

8.4 Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

Exercise for Chapter 8.0 — Closeout Circle

the Correct Answer

1. On the date that its Subrecipient Agreement with the Midtown Community Development Agency expired, the non-profit Family Services Organization submitted final performance, financial status, and inventory reports, and a final request for payment. Once the final payment is received from the grantee, can this subrecipient consider itself "closed-out"?

YES NO

2. Although its CDBG-funded $500,000 housing rehabilitation effort over the last year had not yet been audited, when the funds were fully expended and assisted units completed, the Mica City Housing Authority submitted its final reports to the Mica City CD Office and received certification that the grantee considered its program to be closed-out. Must the Mica City Housing Authority still arrange for an audit of its CDBG funds?

YES NO

3. As a subrecipient under Central County's CDBG program, the city of Lobos had implemented a public facilities effort aimed at removing architectural barriers, with the municipality agreeing in the Subrecipient Agreement to match the CDBG funds in the project on a dollar-for-dollar basis with city funds. The project had been formally closed out by the time that the city contracted for an IPA audit of this activity. The completed audit, however, revealed that the final costs of the public facilities effort and the amount contributed as the city's match against the CDBG assistance were less than the figures previously submitted by Lobos in its final reports for closeout. Can the grantee still disallow some of the expenses covered with CDBG funds?

YES NO

4. The subrecipient, Housing Resources, Inc., had been operating a CDBG-funded rehabilitation grant program for low- and moderate-income households. *After closeout*, one of the property owners that had been assisted by the program decided *not* to make the rehabilitated unit, which had been recently vacated, available to a low- or moderate- income tenant, and under the recapture provisions of the program, returned the amount of the assistance (plus an interest penalty) to Housing Resources, Inc. Can Housing Resources keep these funds for its own use?

YES NO

The answers are on next page.

Exercise for 8.0 — Closeout (continued)

Answers to questions from preceding pages

1. ***NO.*** It is up to the grantee to determine when the conditions for "closeout" have been satisfied, consistent with its standard procedures (which should be spelled out in writing for subrecipients). Once these conditions have been met, the grantee should either enter into a closeout agreement with the subrecipient or send written notification to the subrecipient regarding the latter's closeout status along with any special conditions or continuing responsibilities which the subrecipient must satisfy. Until a subrecipient receives such formal notification, it should ***not*** assume that any CDBG activity has been closed out.

2. ***YES.*** The applicable regulations are clear that the closeout of a CDBG award does *not* affect the subrecipient's audit requirements. And, according to OMB Circular A-133, any entity that expends $500,000 or more a year in Federal financial assistance must have an audit completed in accordance with the standards found in that circular.

3. ***YES.*** 24 CFR 84.72 and 85.51 specify that even after closeout of the CDBG project, the grantee has the right to disallow costs and recover funds based on a later audit. In this case, the grantee could choose to reduce the allowable CDBG costs to a level equal to the actual amount of cash match contributed by the city of Lobos.

NO. According to 24 CFR 570.503(b)(7), at the expiration of the Subrecipient Agreement, the subrecipient must transfer to the grantee any CDBG funds on hand and *any accounts receivable attributable to the use of CDBG funds.* The obligations of assisted property owners to reimburse the subrecipient under recapture provisions of a funding agreement would constitute accounts receivable. Therefore, the subrecipient

CDBG-DR SUB-RECIPIENT AGREEMENT BETWEEN
THE CITY OF JOPLIN
AND THE
INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF JOPLIN

THIS SUB-RECIPIENT AGREEMENT ("Agreement") entered this day of December, 2015 by and between the City of Joplin (herein called the "Grantee") and the Industrial Development Authority of the City of Joplin, DUNS# 079393283 (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2013, Public Law 113-2, Federal Award ID # B-12-MT-29-0001; and

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

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

I. SCOPE OF PROJECT

A. Activities

The Industrial Development Authority of the City of Joplin (Sub-Recipient) will be responsible for administering a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant 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, Disaster Recovery program:

Program Delivery
Activity: The project will extend 23rd Street by 2,310 linear feet with 37' wide concrete road to provide the needed access to local businesses located within the Crossroads Industrial Park, located in Joplin, Missouri. The project will also include the installation of a 12" gravity sewer line that will serve the aforementioned street extension for 1,800 linear feet. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The proposed project elements can be seen in Appendix C.

Federal Award Description
As required under 2 CFR Part 200 Subpart D §331(a)(ix) developing the needed infrastructure will provide access to businesses located within the Crossroads Industrial Park. The 23rd Street extension is the first phase of proposed infrastructure projects anticipated for Crossroads Industrial Park. This activity will help to create a stronger economic base and

provide employment for Low to Moderate Income ("LMI") individuals.

This award is not intended for Research & Development activities.

General Administration

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

The Sub-Recipient shall provide the Grantee with a resolution from its governing board accepting the terms, conditions and obligations of this Agreement, and directing it's duly authorized representative to execute the Agreement on behalf the Sub-Recipient; said resolution to be attached to this Agreement and identified as Exhibit A.

B. National Objectives

All activities funded with CDBG-DR funds must meet one of the CDBG-DR 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 Sub-Recipient certifies that the activity(ies) carried out under this Agreement will meet the Low-Moderate Income Limited Clientele activity [570.208(a)(2)(i)(a)]. This activity is eligible under the category Special Economic Development Activities [570.203(a)]. Sub-Recipient will use Demographic/Income form to document the national objective. See Appendix A/B.

C. Project Compliance Requirements

Sub-Recipient agrees to adhere and comply with all CDBG-DR project compliance requirements, including yet not limited to the following:

1. Follow CDBG-DR regulations for procuring services
2. Maintain proper financial and program administration records related to the management of Project as identified by Grantee (i.e., procurement records, invoices, time sheets, etc.)
3. Ensure the use of State of Missouri Prevailing wage determinations and/or Davis Bacon wage determination (whichever is higher) during the construction phase.
4. Ensure that the businesses immediately served by the street extension create at a minimum of 35 jobs, of which at least 51% (18) jobs will be LMI within five (5) years of final funds expenditure. If the number of jobs is obtained prior to the five (5) year window, the Sub-Recipient may begin the grant close-out process at that time.
5. Complete stipulations required by the Memorandum of Agreement (MOA) between the City, Joplin Industrial Development Authority, and the Missouri State Historic Preservation Office. These stipulations will be completed prior to 9/25/2017.
6. The Sub-Recipient will secure and submit to the Grantee income verification information from employees of all business benefiting from this grant. This documentation would be the employee's most recent IRS W2 Form or IRS Form 1040 Return and a completed and fully executed IRS 4506-T form to the Sub-Recipient. The IRS 4506-T Form will only be submitted to the IRS if the

employee's IRS W2 Form or IRS Form 1040 Return is not received by the Sub-Recipient within three (3) weeks after the official hire date of the employee.

D. Project Accomplishments – Goals and Performance Measures

Project Accomplishments include yet are not limited to the following:

The Sub-Recipient must ensure the following:

1. All contractors and sub-contractors are registered on SAM.gov
2. Street extension is completed within a one (1) year time frame from the execution of this Sub- Recipient Agreement
3. All records and files related to the proposed street extension are maintained and submitted to the City as required
4. All invoices are reviewed for completeness prior to submitting to the City for their review and reimbursement

E. Staffing

Staff Member & Title	General Project Duties
- Rob O'Brian, Vice President	- Authorized contract signatory and project supervision, economic developer
- Tonya Sprenkle, Secretary	- Aid in guidance and supervision
- Cindy Weiss, Finance Director	- Financial services and reporting

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

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-Recipient against compliance requirements, 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 Sub-Recipient within a reasonable period of time after notification by the Grantee, Agreement suspension, termination, and recapture procedures may be initiated.

II. PERIOD OF PERFORMANCE

Services shall start on the day of December 2015 and end on the day of December 2016. Funds will not be available to the Sub-Recipient from the CDBG-DR Program after the completion date, unless otherwise approved by Grantee. To obtain such an extension the Sub-Recipient must submit a written letter to be approved by the Grantee.

III. BUDGETS – DEVELOPMENT & OPERATION

The Grantee will reimburse the Sub-Recipient for not more than One Million Seven Hundred Forty One Thousand Dollars ($1,741,000.00) to extend 23rd Street to provide improved access to local businesses located within the Crossroads Industrial Park, situated in Joplin, Missouri. A copy of the budget and project schedule will be attached as Exhibit B.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (1) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

IV. PAYMENT

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

One million seven hundred forty one thousand and No/100 ($1,741,000) Dollars

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Section III herein. Expenses for general administration for both the Grantee and the Sub-Recipient shall also be paid against the budget specified in Paragraph III. All payments will be on a reimbursement basis contingent upon proper documentation provided.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 2 CFR Part 200 Subpart D §305.

V. COMMUNICATIONS, NOTICES & DEMANDS

General project communications 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. 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.

Communications, official notices, demands and other details concerning this Agreement shall be directed to the following representatives:

Grantee		Sub-Recipient	
Name:	Troy Bolander	Name:	Rob O'Brian
Title:	Director of Planning, Development & Neighborhood Services	Title:	Vice President
Grantee:	City of Joplin 602 South Main Street Joplin, Missouri 64801	Sub-Recipient:	Industrial Development Authority of the City of Joplin 320 East 4th Street Joplin, MO 64801
Phone:	(417) 624-0820 ext. 510	Phone:	(417) 624-4150
		Fax:	(417) 624-4303
Fax:	(417) 525-4738	Email:	rob@joplincc.com
Email:	tbolande@Joplinmo.org		

VI. SPECIAL CONDITIONS

The final 5% of this grant, or eighty seven thousand fifty ($87,050) Dollars will be withheld from reimbursement until all documentation is received by the Grantee for this activity. Required documentation shall include proof that the Sub-Recipient has made final payments to all vendors contracted to perform services under this grant and that the work is substantially complete.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with CDBG-DR funds.

A. General Compliance

The Sub-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 Disaster Recovery(CDBG-DR)) including subpart K of these regulations, except that the Sub-Recipient does not assume the City's environmental responsibilities described in 24 CFR 570.604. The Sub-Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-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 Sub-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 Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-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 Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement, except for claims, actions, suits, charges, and judgments arising from the Grantee's performance or nonperformance of its duties and obligations called for in this Agreement.

D. Workers' Compensation

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

E. Insurance & Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect Agreement 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 the Grant amount.

The Sub-Recipient agrees to add Grantee as an additional insured party on all required insurance policies, including being listed as 'Loss Payee". The Sub-Recipient also agrees to procure endorsements on the required insurance policy(ies) wherein and whereby the insurance company will agree that the Grantee will be given ten (10) days advance written notice of any cancellation or reduction of insurance under such policy and that copies of all endorsements issued after the date of such policy will be forwarded to the Grantee. In the event the Sub-Recipient fails to pay any premium on such policy when due, the insurance company agrees to notify Grantee of such past-due payment status.

The Sub-Recipient shall comply with the bonding and insurance requirements of 2 CFR Part 200 Subpart D §304 and §310, Bonding and Insurance.

F. Grantee Recognition

The Sub-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 Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made

available under this Agreement. The Sub-Recipient agrees not to use CDBG-DR funds for such recognition and/or any other promotional material or efforts.

G. Amendments

The Grantee or Sub-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 and Sub-Recipient's respective governing bodies. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-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 Sub-Recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, the Grantee may suspend or terminate this Agreement if the Sub-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 Sub-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 Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either the Grantee or the Sub-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.

I. Recapture

In the event that the Sub-Recipient has, in the Grantee's sole discretion, failed to comply with the Sub-Recipient Agreement or any other CDBG-DR program requirement, the Sub-Recipient shall perform reasonable remedial actions determined appropriate by the Grantee to correct the deficiency, which actions may include, but are not limited to:

1. The repayment or reimbursement to the Grantee of inappropriately used CDBG-DR funds;
2. The return of any equipment, real property, materials, or supplies purchased, leased, or lease purchased using CDBG-DR funds to Grantee or the supplier; and,
3. Reasonable other actions the City deems appropriate

The Grantee may terminate the Sub-Recipient Agreement in whole or in part, at any time, including before Project completion, whenever it is determined by the Grantee that the Sub-Recipient has failed to comply with the conditions of the Agreement. The Grantee shall notify the Sub-Recipient in writing of the determination and the reasons for the termination, together with the effective date. It shall be the Sub-Recipient's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-Recipient agrees to comply with 2 CFR Part 200 Subpart D §302 - §303 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 Principals

The Sub-Recipient shall administer its program in conformance with Cost Principles as outlined in 2 CFR Part 200 Subpart E, 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 Sub-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-DR 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-DR assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Records that document that at least 51 percent of the jobs created with funds from this grant will be held by LMI persons.
i. Documentation for each assisted business to include a copy of a written agreement between the Sub-Recipient and the assisted business, containing:
    i. A commitment by the business that at least 51 percent of the permanent jobs on a full-time equivalent (FTE) basis will be held by LMI persons;
    ii. A listing by job title of the permanent jobs to be created (identifying which are part-time, if any);
    iii. A listing by job title of the permanent jobs filled and which

jobs were initially held by LMI persons; and

iv. For each LMI person hired, information on the household size and annual income of the household prior to the time the person was hired for the job, or evidence the household qualifies as presumed to be LMI based upon location of the business or the person's residence.

2. Retention

The Sub-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 Quarterly Performance Report (QPR) 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. Job Creation Data

The Sub-Recipient shall maintain job creation 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 jobs being created. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this Agreement, 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 Sub-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, de-obligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG-DR funds, including program income if applicable.

6. Audits & Inspections

All Sub-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 Sub-Recipient within 30 days after

receipt by the Sub-Recipient. Failure of the Sub- Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Sub-Recipient shall have an annual audit by a Certified Public Accountant conducted in accordance with current Grantee policy concerning Sub-Recipient audits and 2 CFR Part 200 Subpart F (Audit required if the Sub-Recipient receives $750,000 or more in federal funds).

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective (programs and projects) and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities, as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives.

2. Payment Procedures

The Grantee will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-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 Sub-Recipient accounts if applicable. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-Recipient.

3. Quarterly Progress Reports

The Sub-Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. In order to comply with HUD reporting requirements, the Sub-Recipient shall submit Quarterly Progress Reports 15 days after the close of the calendar Quarter (i.e., January 15, April 15, July 15, October 15) at the sole discretion and direction of the Grantee such reports will include yet not be limited to the following information: obligated funding amount, expended funding amount, and activities completed and compliance data collected to-date.

D. Procurement

1. Compliance

The Sub-Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Sub-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 unexpended

program assets (including 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 Sub-Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36.

3. Travel
   The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the Joplin, Missouri 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 2 CFR Part 200 Subpart D and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-Recipient shall transfer to the Grantee any CDBG-DR 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 Sub-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-DR National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-Recipient fails to use CDBG-DR- assisted real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, the Sub-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-DR funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-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 Sub-Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG-DR 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-DR funds used to acquire the equipment].

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

The Sub-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 Sub-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-DR-assisted project. The Sub-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 Sub-Recipient agrees to comply 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 Sub-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 Agreement 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 Agreement, the Sub-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 Sub-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 Sub-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 Sub-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 Sub-Recipient shall submit a plan for an Affirmative Action Program to the Grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)
   The Sub-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 Agreement. As used in this Agreement, 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 Sub-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 Sub-Recipient shall furnish and cause each of its own Sub-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 Sub-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 Sub-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 Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions
   The Sub-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 Sub-Recipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Sub-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; or nepotism activities.

2. Labor Standards

   The Sub-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 Sub-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 Sub-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 Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-Recipient and any of the Sub- Recipient's Sub-Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

b. Notifications

The Sub-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 Sub-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 Sub-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"

Sub-Recipient 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 Agreement with the City of Joplin. Sub-Recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Sub-Recipient agrees to

provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that the Sub-Recipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Sub-Recipient, 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. Sub-Recipient agrees to hold harmless and indemnify the City for any liability due to Sub-Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Sub-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 Sub-Recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution with such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-Recipient shall review and certify sub-contractors and shall submit the documentation to the City for their approval prior to entering into any contracts.

b. Monitoring

The Sub-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 Sub-Recipient shall cause all of the provisions of this Agreement 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 Sub-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 Sub-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 Sub-Recipient agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318 and 570.611, which include (but are not limited to) the following:

   a. The Sub-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 Sub-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-DR-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-DR-assisted activity, or with respect to the proceeds from the CDBG-DR-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 Sub-Recipient, or any designated public agency.

5. Lobbying

   The Sub-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 Sub-Recipients shall certify and disclose accordingly

6. Copyright
If this Agreement 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 Sub-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 Sub-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 Sub-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 Sub-Recipient agrees that any construction or rehabilitation of 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-DR-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 Sub-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 Sub-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. HANDBOOK FOR CDBG SUBRECIPIENTS

Sub-Recipient is required and agrees to follow the requirements found in the U.S. Department of Housing and Urban Development office of Community Planning and Development, Community Development Block Grant Program handbook "*Playing by the Rules*". This handbook is found as Appendix E.

XIII. FEDERAL AWARD INFORMATION

As required under 2 CFR Part 200 Subpart D §331, the following information under HUD CDBG-DR Award #B-12-MT-29-0001 is provided with regard to the disaster relief funds awarded to the Grantee:

a. Federal award date: April 2012
b. Federal award amount: $45,266,709
c. Funds obligated by this action: $1,741,000
d. This award does not have an Indirect Cost Rate, negotiated or de minimus

XIV. SERVABILITY

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.

XV. 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.

XVI. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-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.

XVII. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Grantee and the Sub-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 Sub-Recipient with respect to this Agreement.

Date: _____

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

City of Joplin, Missouri
A Municipal Corporation

_____

_____

Signature:
Troy Bolander
Planning, Development & Neighborhood Services Director

Signature:
Rob O'Brian
Industrial Development Authority of the City of Joplin
Vice President

STATE OF MISSOURI)) ss.

COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is_____and I am the_____. 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_____, 2015.

_____
Notary Public

My commission expires:

_____

Appendix A

CDBG-DR Income/Demographic Summary Form (To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that is required to meet certain standards. Completion of this form and this information will be kept confidential, with access only to the Sub-Recipient, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS).

2. **FAMILY INCOME: $_____.00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item. Documentation will include a copy of the most recent IRS W2 or IRS Form 1040 Return, and/or a filled out and signed IRS 4506-T Form**

3. **ELDERLY: _____person(s)**
   Elderly: how many persons in your family are 62 years of age and over?

4. **HANDICAPPED: _____person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities.

5. **ETHNICITY (Check one box only):** ☐ Hispanic or Latino ☐ Not Hispanic or Latino

6. **HEAD OF HOUSEHOLD:** ☐ Male ☐ Female

7. **RACIAL DESIGNATION**: Indicate number of family members in each individual category below:

__ White	__ Black/African American	__ Asian
__ American Indian/Alaskan Native	__ Native Hawaiian/Other Pacific Islander	__ American Indian/Alaskan Native & White
__ Asian & White	__ Black/African American & White	__ American Indian/Alaskan Native & Black/African American
__ Other		

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and HUD."

_____ _____
Print Name Date

_____
Sign Name

If you need assistance completing this form, please check with the Industrial Development Authority of the City of Joplin for assistance.

For Sub-Recipient Use Only

Name of Sub- Recipient: _____

Appendix B

CITY OF JOPLIN COMMUNITY DEVELOPMENT
2015/2016 INCOME/DEMOGRAPHIC SUMMARY FORM

FAMILY SIZE	LMI Families (See 2nd Page for Income Limits)			TOTAL LMI PERSONS
	Extremely Low (b)	Low (c)	Moderate (d)	[(b)+(c)+(d)] * (a)
1 PERSON				
2 PERSONS				
3 PERSONS				
4 PERSONS				
5 PERSONS				
6 PERSONS				
7 PERSONS				
8 PERSONS				

Non-LMI Families (e)	TOTAL Non-LMI PERSONS

1. TOTAL NUMBER OF SURVEYS DISTRIBUTED:		
2. TOTAL NUMBER OF HISPANIC OR LATINO:		
3. RACIAL DESIGNATION	NUMBER OF INDIVIDUALS	NUMBER OF HISPANIC (All Races Can Also Be Hispanic)
A. WHITE		
B. BLACK/AFRICAN AMERICAN		
C. ASIAN		
D. AMERICAN INDIAN /ALASKA NATIVE		
E. NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER		
F. AMERICAN INDIAN/ALASKAN NATIVE & WHITE		
G. ASIAN &WHITE		
H. BLACK/AFRICAN AMERICAN & WHITE		
I. AM. INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM		
K. OTHER MULTI-RACIAL		

	NUMBER	PERCENT
4. ELDERLY/AGE 62 OR OLDER		
5. HANDICAPPED/DISABLED		
6. FEMALE HEAD OF HOUSEHOLD		

DATE:_____

SIGNATURE:_____

Return to: City of Joplin, Community Development, 602 South Main Street, Joplin, Missouri 64801 at the end of project.

FY 2015 Income Limits Summary

Joplin, MO MSA Median Income: $51,000

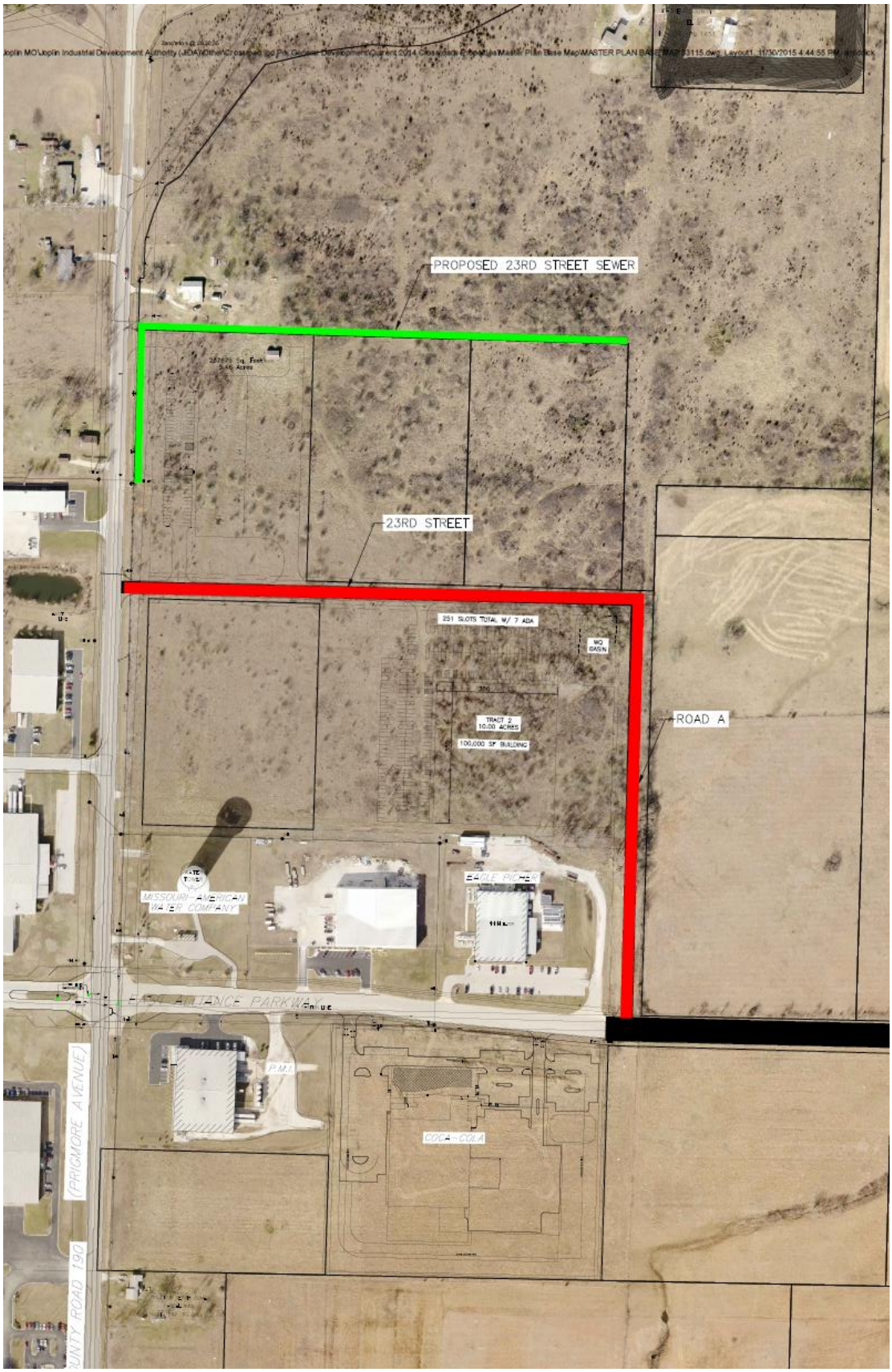
FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	$11,770	$15,930	$20,090	**$24,250**	$27,300*	$29,300*	$31,350*	$33,350*
Very Low (50%) Income Limits	$17,700	$20,200	$22,750	**$25,250**	$27,300	$29,300	$31,350	$33,350
Low (80%) Income Limits	$28,300	$32,250	$36,400	**$40,400**	$43,650	$46,900	$50,100	$53,350

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

* * The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2015 Fair Market Rent documentation system.

Appendix C


PROPOSED 23RD STREET SEWER
23RD STREET
ROAD A
251 SLOTS TOTAL W/ 7 ADA
WQ BASIN
TRACT 2
10.00 ACRES
100,000 SF BUILDING
MISSOURI-AMERICAN WATER COMPANY
EAGLE PICHER
ALLIANCE PARKWAY
P.M.I.
COCA-COLA
(PRICMORE AVENUE)
COUNTY ROAD 190

Appendix D

Public Facility Grant Document Checklist

Name of Sub-Recipient:

All Activities Should Have the Following:

__ Must be a 501 (c) 3 tax exempt organization

__ Must not discriminate against any persons on the basis of religion

__ Program Information (brochures, etc.)

__ Signed Written Agreement

__ Income/Demographic Form

__ Must not provide religious instruction or counseling

__ Schedule of proposed work

Does the Activity Involve Asset Procurement? Yes __No

If Yes, Include the following:

__ Procurement Threshold Chart

__ Bid Tabulation Forms (Telephone, Written, and Formal)

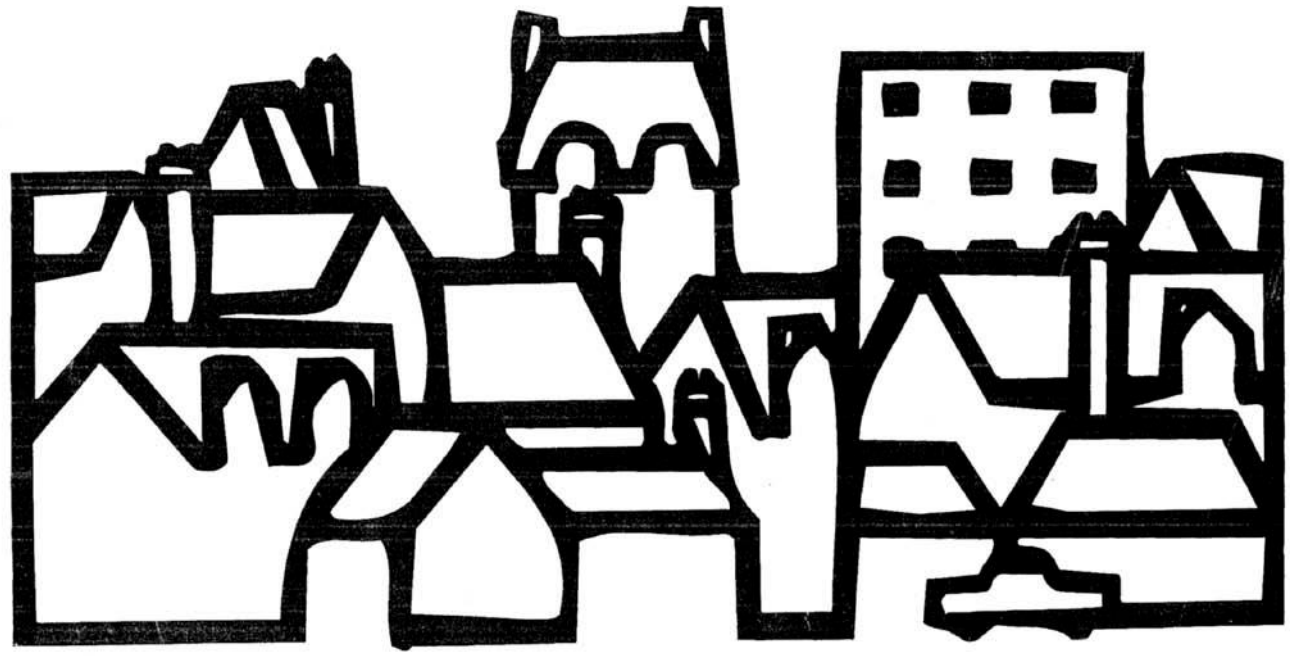
Appendix E

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Community Planning and Development Community Development Block Grant Program

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

March 2005



HUD-2005-05-CPD http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

Updated Reprint
March 2005

TABLE OF CONTENTS

CONTENTS **PAGE**

PROLOGUE: A MESSAGE TO CDBG SUBRECIPIENTS vi

1.1 INTRODUCTION 1–1

1.2 How to Use This Handbook 1–2

1.3 Summary of Principal Regulations Governing CDBG Administrative Systems 1–3

2.1 FINANCIAL MANAGEMENT 2–1

2.2 Overview 2–4
2.3 Internal Controls 2–4
2.4 Accounting Records 2–6
2.5 Allowable Costs 2–8
2.6 Source Documentation 2–11
2.7 Budget Controls 2–13
2.8 Cash Management 2–13
2.9 Financial Reporting 2–16

2.10 Other Miscellaneous Requirements for Subrecipient Financial Management Systems 2–17

Exercise for Chapter 2.0 — Financial Management 2–19

3.1 PROCUREMENT AND CONTRACTING 3–1

3.2 General Procurement Provisions 3–3
3.3 Permitted Approaches to Procurement 3–6
3.4 Bonding 3–9

3.5 Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses 3–10

Exercise for Chapter 3.0 — Procurement and Contracting 3–11

4.1 PROPERTY MANAGEMENT AND DISPOSITION 4–1

4.2 Overview 4–4
4.3 Real Property 4–4
4.4 Personal Property — Equipment 4–5
4.5 Personal Property — Supplies 4–8
4.6 Personal Property — Copyrights 4–8

Exercise for Chapter 4.0 — Property Management and Disposition 4–9

5.1 RECORD-KEEPING AND REPORTING REQUIREMENTS 5–1

5.2 General Record-Keeping Requirements 5–3
5.3 File Organization and Maintenance 5–5
5.4 Retention of Records 5–7
5.5 Access to Records 5–7
5.6 Reporting Requirements 5–7

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements 5–14

6.1 OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS 6–1

6.2 Program Income 6–3
6.3 Programmatic and Budget Changes 6–4
6.4 Civil Rights and Fair Housing; Employment and Contracting Opportunities 6–5
6.5 Labor Standards 6–8
6.6 Environment Requirements 6–8
6.7 Historic Preservation 6–9
6.8 National Flood Insurance Program 6–9
6.9 Floodplain Management 6–9
6.10 Relocation, Real Property Acquisition, and One-for-One Housing Replacement 6–10
6.11 Lead-Based Paint 6–10
6.12 Political Activity 6–13
6.13 Conflict of Interest 6–13
6.14 Program Monitoring 6–14
6.15 Suspension and Termination 6–14

Exercise for Chapter 6.0 — Other Administrative and Program Requirements 6–15

7.1 AUDITS 7–1

7.2 General Audit Requirements 7–3
7.3 Internal Control and Compliance Review 7–4
7.4 Audit Reports 7–4
7.5 Auditor Selection/Procurement 7–5
7.6 Audit Costs 7–6
7.7 Audit Review and Resolution 7–6

Exercise for Chapter 7.0 — Audits 7–9

8.1 CLOSEOUT 8–1

8.2 Overview 8–3
8.3 Closeout Procedures 8–3
8.4 Cost and Cash Adjustments 8–4
8.5 Continuing Subrecipient Responsibilities 8–5

Exercise for Chapter 8.0 — Closeout 8–6

EXHIBITS: 1-1 Regulatory Framework for CDBG Entitlement Program 1–7
4-1 Rules for Property Management and Disposition 4–2
5-1 Record-Keeping Checklist for Tracking Activities 5–11

PROLOGUE: A MESSAGE TO CDBG SUBRECIPIENTS

As Community Development Block Grant (CDBG) subrecipients, you are an indispensable part of the CDBG Entitlement program. You provide grantees and the U.S. Department of Housing and Urban Development (HUD) with assurance that the diverse communities, groups, and individuals whom the CDBG program is intended to serve are in fact reached by the program. Your participation provides:

- Access to, and knowledge of, the specific neighborhoods and beneficiaries served by the program.
- Technical and managerial capabilities that might not otherwise be available to grantees.
- A mechanism for assuring citizen participation by involving the intended beneficiaries in the design and delivery of those services.

Without your continued involvement and support, the CDBG program could not address the broad range of needs in our communities. Whether you are a governmental agency, a non-profit organization, or a for-profit entity, HUD and the more than 1,000 CDBG Entitlement grantees count on you to make sure that needed services are delivered in a cost-effective way. This is not an easy task. Despite numerous accomplishments in program delivery, many of you have encountered administrative problems in achieving your mission; hence, the motive for this handbook.

Common Subrecipient Problems

The majority of difficulties experienced by subrecipients lay in the area of financial management, administrative systems, documentation, and record keeping. Many of these problems are attributed to:

- Limited experience in dealing with Federally-funded programs.
- Lack of adequate staffing or financial resources available on a consistent basis.
- Limited understanding about how to meet the complex administrative requirements that must be satisfied in using Federal funds for CDBG activities.
- Limited oversight, communication, or management support from grantees.

Subrecipient Responsibilities

You and your grantees share joint responsibility for carrying out permitted activities in conformance with applicable Federal requirements. Grantees and subrecipients are partners. Both partners must accept the fact that there is no such thing as a "free lunch." In return for Federal funding, grantees and subrecipients agree to comply with the laws and regulations governing the use of those funds. A central principle is that most of the Federal requirements imposed on the grantee are passed along to you, the subrecipient. As more experienced subrecipients can attest, the more you know about the rules, the more efficient you can be in designing and conducting your activities. Playing by the rules does not detract from your performance; it enhances it (and enables you to continue receiving funds).

Regulatory compliance and performance go hand-in-hand. Performance measurement is an effective management technique that enables grantees to analyze the benefits of their investments. It is a mechanism that tracks the progression of projects and evaluates their overall program effectiveness. The CDBG program requires that each grantee submit a performance and evaluation report concerning the use of CDBG funds, together with an assessment of the relationship of the use of funds to the objectives identified in the grantee's Consolidated Plan.
Subrecipients should also establish goals and measure their performance in a manner consistent with the grantee's performance measurement system.

In using Federal funds the cardinal rule is: **documentation.** The achievement of program goals and the completion of activities must be supported by adequate documentation of the facts. If your activities, personnel, procedures, expenditures, and results are not documented properly, from the Federal Government's perspective, you have not done your job, *regardless of your accomplishments*. Appropriate records are the lifeblood of all successful CDBG agencies.

Finally, successful CDBG programs depend upon the commitment of grantees and subrecipients to **effective management practices**. These include: (1) supporting cooperative, problem-solving relationships among HUD, grantees, and subrecipients; (2) working toward continuous improvement in regulatory compliance and timely program performance; (3) maintaining open and frequent communications among all participants; and (4) focusing on preventing problems first, rather than curing them later. Such a commitment to effective management will assure that the "minimum requirements" specified in the handbook and the training do not become "maximums" for either grantees or subrecipients.

This handbook is designed to help you understand the administrative requirements that apply to the use of Federal funds for the delivery of CDBG programs and activities. Not surprisingly, you will find the bulk of these requirements reflect common sense and good business practices, like balancing your checkbook or shopping for the lowest price. We hope that what you learn from this handbook about meeting CDBG administrative requirements will save you from major headaches later on.

You will also recognize that most of the standards presented in this handbook represent the ***minimum requirements*** prescribed by Federal regulations, not ***optimum*** or ***maximum.*** Therefore, we hope your agency will resist the temptation to allow these standards to become "maximums" for its activities, but rather, will seek to use these regulations as a path to optimum performance and full achievement of all your goals.

This handbook had not been updated since its first printing in 1993. The changes currently being made reflect the incorporation of OMB Circulars A-102 and A-110 into the HUD Common Rule at 24 Code of Federal Regulations (CFR) Parts 84 and 85, as well as changes to the CDBG regulations that were made between 1993 and 2003.

Experience has shown that activities undertaken by subrecipients are potentially high risk. Many subrecipients have excellent intentions but use volunteers or inexperienced staff who don't know Federal requirements. In our efforts to promote timely expenditure of CDBG funds, we also found that delays in subrecipient activities were a cause for grantee failure to comply with the timeliness requirements at 24 CFR 570.902.

Over 10 years have passed since CPD first issued the three related publications dealing with subrecipients. This material is now being updated because in the intervening years, some administrative requirements have changed, grantees and subrecipients have experienced staff turnover, and new subrecipients are participating in the program. It is again time to focus grantees' attention on their responsibilities for subrecipient oversight and to encourage entitlement communities to take a fresh look at their internal processes for subrecipient selection, training, management, and monitoring.

This is an opportunity for grantees to distribute copies of Playing by the Rules to all their subrecipient organizations and to conduct training for both grantee and subrecipient staff, using the newly issued Training CDBG Subrecipients in Administrative Systems as a guide. Because both these publications are available from the HUD Web site*, it has been made easier for grantees to distribute materials and to conduct this training. In addition to promoting program compliance, the sound management practices advocated in these publications can also serve to facilitate the development of performance measures for project implementation. Such actions will result in improved delivery of CDBG programs to the intended program beneficiaries, the low- and moderate-income residents of the community.

*http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

CHAPTER 1.0: INTRODUCTION

The purpose of this handbook is to provide subrecipients of CDBG Entitlement funds with an explanation of the basic administrative requirements of the CDBG program. A **"subrecipient"** is a public agency, a private non-profit organization, in some circumstances a Community-Based Development Organization (CBDO), or perhaps even a for-profit entity that has been provided CDBG funds by the local "grantee" (the city or county) to carry out agreed upon activities that are eligible under the Federal regulations. While you may not technically meet the CDBG definition of a "subrecipient," your grantee may want to treat you like one to achieve its own objectives. In the administration of its CDBG funds, each subrecipient must meet the administrative requirements covered in this handbook.

The CDBG Entitlement program for metropolitan cities and urban counties is a "block grant" program. Through the block grant approach, the Federal Government offers localities a great deal of flexibility in the way they may use their funds, and in the activities they support, either directly or through subrecipients.

Since the start of the CDBG program over 30 years ago, HUD has issued numerous rules and regulations governing the program to ensure that the intent and requirements of the law are fulfilled, and that the opportunities for fraud, waste, mismanagement, and abuse of program resources are minimized. Although the regulations cover administrative and program requirements for both grantees and subrecipients, **this handbook is primarily concerned with:**

- The regulations that apply to internal management and financial systems of subrecipients; and

- Subrecipients' responsibilities to document and report their CDBG-funded activities.

The administrative systems that are the subject of this handbook are ***critical*** to a subrecipient's ability to comply with CDBG program requirements. For example, a non-profit organization may indeed be providing highly effective public services to its low-income clientele; but it is only through its record-keeping and financial systems that the subrecipient will be able to justify its use of CDBG funds by showing that the activities were both eligible and consistent with its Subrecipient Agreement with the grantee, and that its expenses were appropriate and allowable under the program guidelines.

For those subrecipient organizations having little prior experience with Federal grant programs, the complexity of regulations that mandate specific procedures ("means") for achieving program objectives ("ends") can be daunting. The emphasis on specific procedures and extensive record keeping may appear on the surface to be bureaucratic red tape. However, many of the required systems and procedures are based on widely-accepted standards for good business practices that

are extensively observed in the private sector. They are also designed to help ensure that every entity administering CDBG funds has basic management controls and financial safeguards in place to reduce the likelihood of mismanagement in the use of public funds. With the oversight and analytic capacity that these systems provide, many program managers find they are able to adjust their operations continuously and improve their performance on a regular basis.

1.1 How to Use This Handbook

This Handbook is organized into chapters corresponding to particular components of a subrecipient's administrative operations:

- Financial Management (Chapter 2.0).
- Procurement and Contracting (Chapter 3.0).
- Property Management and Disposition (Chapter 4.0).
- Record-Keeping and Reporting Requirements (Chapter 5.0).
- Other Administrative and Program Requirements (Chapter 6.0).
- Audits (Chapter 7.0).
- Closeout (Chapter 8.0).

Each chapter begins with a brief explanation of the underlying management principles that apply to that facet of program administration, followed by the basic standards that must be met as specified in the applicable regulations or circulars.

It is important to note that sometimes differences exist in the specific requirements for governmental versus nongovernmental subrecipients. In such cases, the set of requirements that is generally more stringent or detailed is described first and then any exceptions to such rules are discussed. For example, the rules for procurement spelled out in Parts 84 and 85 of Title 24 of the Code of Federal Regulations (CFR) for nongovernmental and governmental subrecipients, respectively, distinguish how the rules differ depending on the type of subrecipient. Therefore, the chapter on procurement first outlines the requirements of 24 CFR Part 85 for governmental subrecipients and then discusses how those in Part 84 for nongovernmental subrecipients differ.

To the extent feasible, performance standards have been listed in order from the most basic requirements to the most specialized. This has been done to facilitate use of the handbook as a

checklist for building administrative systems "from the ground up," and/or for reviewing existing systems for their adequacy in meeting the standards.

Subrecipients (and grantees) are cautioned to use this handbook as a supplement to, not a replacement for, the applicable regulations. It is assumed that the reader has access to, or copies of, the basic regulations identified in Section 1.2, which follows. Over time, use of the handbook as a reference tool should help the recipient de-mystify the regulations and become more familiar with the requirements of the CDBG program. This knowledge, in turn, should assist the subrecipient avoid the pitfalls (and penalties) of noncompliance.

Readers of this handbook may notice some duplication from chapter to chapter. This reflects the overlap that occasionally occurs in the regulations themselves and was retained in the text to minimize the amount of cross-referencing.

1.2 Summary of Principal Regulations Governing CDBG Administrative Systems

The key regulations that form the basic administrative requirements of the CDBG Entitlement program are summarized here to acquaint the reader with the various sources for the following standards described throughout the remainder of this handbook. At the end of this chapter, Exhibit 1–1 describes the regulatory framework for the CDBG program. Regulations are developed in response to, or in fulfillment of, Federal statutes that govern the CDBG Entitlement program, both those specific to the CDBG program and those addressing other Federal laws or policies that apply to the CDBG program (e.g., National Environmental Policy Act, Americans with Disabilities Act, Davis-Bacon Act).

The basic program regulations governing management and financial systems for the CDBG program are contained in ***24 CFR Part 570, Subparts J and K.*** They are applicable both to grantees and subrecipients in the public and private sectors:

a) ***Subpart J (24 CFR 570.500–570.513)*** addresses general responsibilities for grant administration, including the applicability of uniform administrative requirements, provisions of Subrecipient Agreements, program income, use of real property, record keeping and reporting, and closeout procedures.

b) ***Subpart K (24 CFR 570.600–570.613)*** deals with **other program requirements** of the CDBG program, including civil rights; labor standards; environmental standards; flood insurance; relocation; displacement; acquisition; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors; uniform administrative requirements and cost principles; and conflicts of interest.

In addition to the basic regulations of the CDBG program contained in 24 CFR Part 570, there are three other categories of requirements that affect the administrative systems and procedures subrecipients must have in place to receive support:

- Federal regulations governing administrative and audit requirements for grants and cooperative agreements (governmental subrecipients) for which HUD has oversight responsibilities.

- Administrative circulars from the Office of Management and Budget (OMB) and Department of the Treasury governing cost principles, administrative systems, fiscal procedures, and audit requirements for grantees and subrecipients.

- Executive Orders from the Office of the President implementing various equal employment opportunity and environmental policies.

The applicability of these administrative requirements depends upon the public or private status of the organization receiving funds. **For subrecipients that are private*, non-profit organizations,*[1] the key regulations defining administrative requirements are:**

24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"[2]**:** These regulations implement OMB Circular A-110 and specify standards relative to cash depositories, bonding and insurance, retention and custodial requirements for records, financial management systems, monitoring and reporting on performance, property management, and procurement.

[1] For-profit entities organized pursuant to Section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)) and for-profit local development corporations (LDCs) may also qualify as CBDOs under the requirements of 24 CFR 570.204 and thus serve in the role of a subrecipient under the CDBG program if so designated by the grantee. The CDBG regulations pertaining to non-profit organizations apply to such for-profit entities.

[2] Not all the requirements of 24 CFR Parts 84 and 85 are applicable to CDBG subrecipients; 24 CFR 570.502(a) and (b) specify the sections and paragraphs of the Common Rule that apply to CDBG recipients and subrecipients.

OMB Circular A-122 "Cost Principles for Non-profit Organizations": A publication of OMB, this document establishes principles for determining costs that are allowed to be charged to Federal grants, contracts, and other agreements with non-profit organizations (except educational institutions). The principles are designed to ensure that the Federal Government will bear its fair share of costs except where restricted or prohibited by law.

OR,

OMB Circular A-21 "Cost Principles for Educational Institutions": This document covers much of the same subject matter as OMB Circular A-122, only it is aimed at educational institutions (public and private).

AND,

OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations": This circular defines audit requirements for both governments and non-profits receiving Federal funds. The document addresses mandated frequency and scope of audits, allowability of audit costs, and the process of auditor selection.

For "governmental subrecipients" ***(a public agency that is independent of the grantee government, such as a public housing authority, parks commission, or a jurisdiction cooperating with an urban county CDBG grantee[3]), the key administrative requirements*** **are:**

24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally-recognized Indian Tribal Governments" (also known as "the Common Rule")[2]**:** For governmental entities and public agencies, Part 85 of Title 24 of the CFR details standards for financial management systems, payment, allowable costs, property management, procurement, monitoring and reporting program performance, financial reporting, record retention, and termination.[3]

OMB CircularA-87 "Cost Principles for State and Local Governments": For governmental entities receiving CDBG or other Federal funds, this document is the equivalent of OMB Circular A-122. The circular establishes the principles for determining the allowable costs of programs administered by public entities under grants or contracts from the Federal Government. The principles are designed to provide the basis for a uniform approach to determining costs and to promote efficiency.

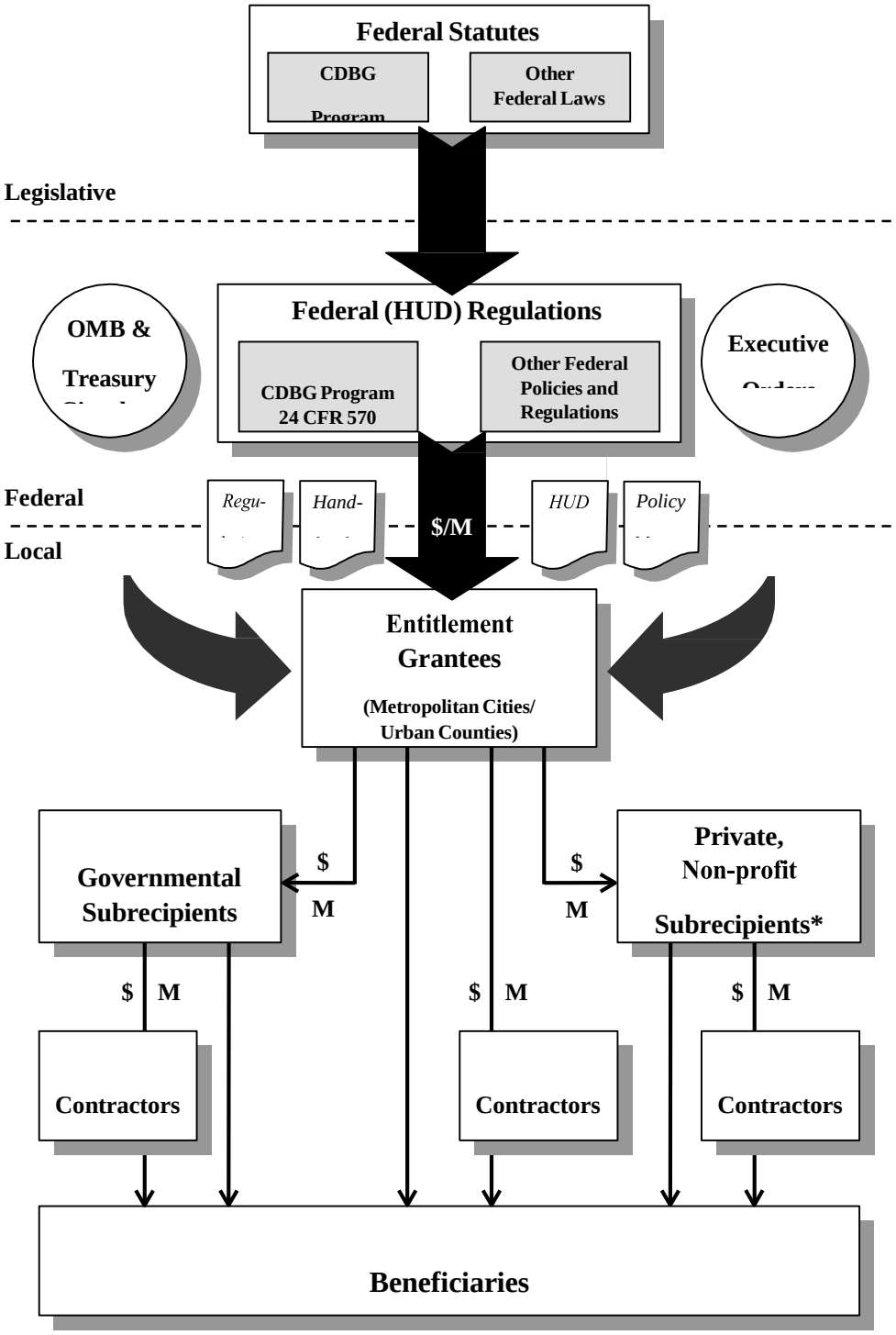
[3] Under the CDBG program, participating units under an urban county are considered to be part of the grantee; however, the grantee is responsible for applying the same requirements to these participating jurisdictions as are applicable to subrecipients.

OMB-133 "Audits of State, Local Governments and Non-profit Organizations":

For state and local governments which receive Federal aid, this document describes audit requirements, including frequency and scope of audit, audit standards, and auditor selection procedures.

The above referenced sections of Title 24 regulations and OMB circulars may be accessed at the HUD Web site at http://www.hudclips.org/cgi/index.cgi.

Exhibit 1–1: Regulatory Framework for CDBG Entitlement Program



$=Funds provided. M=Monitoring required. *Includes §204(c)(2) for-profit CBDOs.

CHAPTER 2.0: FINANCIAL MANAGEMENT

When subrecipients first begin providing services under the CDBG program and drawing down funds, few have financial systems in place that meet all pertinent Federal requirements. For many of you, putting together a financial system both that serves your needs and meets Federal requirements may have been a matter of trial and error. This kind of "ad hoc" approach is dangerous, however, because you may not find out about the inadequacies of your system until it is too late, such as when you run into a major problem with an overspent budget or a serious audit finding.

This chapter provides you with a summary of the required elements of financial systems for managing Federal funds. Before you plunge into the details of the Federal requirements, you may want to ask yourself the following eight sets of questions to find out if there are *particular* areas where you may need help.

1) Internal controls: Does your agency have a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents? Does your agency have written accounting procedures for approving and recording transactions? Are financial records periodically compared to actual assets and liabilities to check for completeness and accuracy?

2) Accounting records: Does your agency maintain an adequate financial accounting system, the basic elements of which should include: (a) a chart of accounts, (b) a general ledger, (c) a cash receipts journal, (d) a cash disbursements journal, (e) a payroll journal, (f) payable and receivable ledgers, and (g) job cost journals (if involved in construction)? Does your accounting system provide reliable, complete, and up-to-date information about sources and uses of all funds? Are "trial balances" performed on a regular basis (at least quarterly)?

3) Allowable costs: Does your agency have a clearly defined set of standards and procedures for determining the reasonableness, allowability, and allocability of costs incurred that's consistent with the basic Federal rules (OMB Circulars A-87 or A-122)? Does your agency know which specific types of expenditures are prohibited under the CDBG program? Does your agency have an approved indirect cost allocation plan?

4) Source documentation: Does your agency maintain up-to-date files of original source documentation (receipts, invoices, canceled checks, etc.) for all of your financial transactions, including those involving obligations incurred and the use of CDBG program income?

5) Budget controls: Does your agency maintain an up-to-date (approved) budget for all funded activities, and perform a comparison of that budget with actual expenditures for each budget category? Does your agency regularly compare progress toward the achievement of goals with the rate of expenditure of program funds?

6) Cash management: Does your agency have a regular procedure for accurately projecting the cash needs of the organization that will serve to minimize the time between the receipt of funds from the grantee and their actual disbursement? Can your agency ensure that all CDBG program income is used for permitted activities, and that such program income is used before further drawdowns are made from the grantee for the same activity?

7) Financial reporting: Is your agency able to provide accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of the grantee and HUD?

8) Audits: When was your last Independent Public Accountant (IPA) audit and what were the results? Does your agency have a copy of the management letter?

If your answer is "yes" to all of these questions, then your agency has established a laudable degree of control over its financial affairs. If you were not able to give an affirmative answer to all of the questions in the preceding section, then this chapter will help you to understand the minimum Federal requirements for financial management and to identify where your systems need strengthening. Once these areas have been identified, you can work with your financial staff, your auditor and/or your grantee to develop the systems and expertise you need to gain control of your agency's financial affairs and meet the Federal requirements.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Checking your systems against the standards described here.

2. Reviewing the capabilities of your current bookkeeping or accounting staff to fulfill their responsibilities under these requirements, and listing the areas where they may need support.

3. Talking to your present accountant/auditor to find out if he or she has fully evaluated the adequacy of your systems and is familiar with the requirements outlined here.

4. Getting the names of people to contact in your grantee's agency (e.g., city or county Community Development agency) who can answer questions and help you strengthen your systems.

2.1 Overview

The requirements for financial management systems and reporting are found in **24 CFR Part 85.20 for governmental subrecipients**[1] and in **24 CFR Part 84.21-28 as amended by 570.502**, for non-profit subrecipients. The purpose of these requirements is to ensure that a subrecipient receiving Federal funds has a financial management system sufficient to:

a) Provide effective control over and accountability for all funds, property, and other assets.

b) Identify the source and application of funds for Federally-sponsored activities, including verification of the "reasonableness, allowability, and allocability" of costs and verification that the funds have not been used in violation of any of the restrictions or prohibitions that apply to this Federal assistance.

c) Permit the accurate, complete, and timely disclosure of financial results in accordance with the reporting requirements of the grantee or HUD.

d) Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

The Federal regulations provide specific requirements in connection with the eight areas previously identified in this chapter, namely, internal controls, accounting records, allowable costs, source documentation, budget controls, cash management, financial reporting, and audits. The first seven areas are discussed in Sections 2.2 to 2.8. Auditing standards are described separately in Chapter 7.0.

2.2 Internal Controls (see 24 CFR 85.20(b)(3) and 84.21(a)(3))

The soundness of any organization's financial management structure is determined by its system of internal controls. **"Internal controls" consist of a combination of procedures, specified job responsibilities, qualified personnel, and records that together create accountability in an organization's financial system and safeguard its cash, property, and other assets.** Through its system of internal controls, an agency's management can ensure that:

- Resources are used for authorized purposes and in a manner consistent with applicable laws, regulations, and policies.

[1] Paragraph (a) of 24 CFR 85.20, however, does not apply to subrecipients, but only to states that are recipients of Federal funds. (Per 570.502(a)(4)).

- These resources are protected against waste, mismanagement, or loss.

- Reliable information on the source, amount, and use of resources are secured, up-to-date, and recorded.

Accordingly, some of the basic elements that a subrecipient should consider in developing its system of internal control include:

- An ***organizational chart*** setting forth the actual lines of responsibility of individuals involved in approving or recording financial transactions.

- ***Written definition of the duties*** of key employees.

- ***A formal system of authorization and supervision*** sufficient to provide accounting control over assets, liabilities, receipts, and expenditures. This should include:

    - Maintenance of a policy manual specifying approval authority for financial transactions and guidelines for controlling expenditures.

    - Written procedures for the recording of transactions as well as an accounting manual and a chart of accounts (see Accounting Records, in the following section).

  The system of authorizations should provide a way for management to ensure supervisory approval of transactions and documentation of these transactions for accounting purposes. A system of authorizations can be general, as in a procedures manual that explains how accounting functions are to be performed, or very specific, as in identifying who has the authority to sign a contract on behalf of the organization or to sell a piece of equipment.

- Adequate ***separation of duties,*** so no one individual has authority over an entire financial transaction. Separation of duties specifically involves the separation of three types of functional responsibilities: (a) authorization to execute a transaction, (b) recording of the transaction, and (c) custody of the assets involved in the transaction. No one person should have control of more than one of these functional responsibilities.[2]

[2] It is often beneficial to have different individuals or even different departments handle the various steps in the processing of transactions. First, separation of functional responsibility results in cross-checking by the individuals involved, increasing the likelihood that errors will be discovered and corrected. Second, fraud is more difficult to carry out if it requires the collusion of two persons or more. In organizations with very limited staff, however, it may

- Hiring policies to ensure that ***staff qualifications*** are commensurate with job responsibilities.

- ***Control over access to assets, blank forms, and confidential documents.*** Physical access to records, blank forms, cash, and other assets should be limited to authorized personnel only. For example, access to accounting records should be limited to only those individuals having record-keeping or supervisory responsibility for them.

- Periodic ***comparisons of financial records to actual assets and liabilities (reconciliation),*** with corrective action taken in response to any discrepancies. As with separation of duties, this is a crucial exercise to uncover and correct inadvertent record-keeping errors in a timely manner. It is also essential for identifying potential weaknesses in an organization's system for safeguarding resources as well as possible instances of fraud or misuse of assets.

2.3 Accounting Records (see 24 CFR 85.20(b)(2) and 84.21)

Subrecipients are required to have ***accounting records that adequately identify the source and application of CDBG funds*** provided to them. To meet this requirement, a subrecipient's accounting system should include at least the following elements:

- ***A chart of accounts.*** This is a list of names and the numbering system for the individual accounts that contains the basic information about particular classifications of financial transactions for the organization. Accounts are created and, in turn, used to summarize the financial transaction data, according to some common characteristics. For example, a typical chart of accounts might have separate account categories for describing assets (cash in a checking account, accounts receivable, prepaid insurance, etc.); liabilities (loans, accounts payable, obligated funds, etc.); revenue (drawdowns from CDBG awards, cash contributions, proceeds from sales, other program income, etc.); and expenses (rent, wages, heat, telephone, etc.).

- ***A cash receipts journal.***[3] This journal documents chronologically when funds were received, in what amounts, and from what sources.

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be difficult to achieve optimal separation of duties. In such instances, the most critical functional areas are separation between custody for cash, record keeping for cash, and control of assets easily converted to cash.

[3] A journal is a chronological record of transactions showing the charges to be recorded as a result of each transaction. Every transaction is initially recorded in a journal. Therefore, a journal is called a record or book of original entry. Each entry in the journal states the names of the individual accounts to be debited and credited, the dollar amount of each debit and credit, the date of the transaction, and any other necessary explanation of the transaction. The act of entering a transaction in a journal is called "journalizing." Information for a journal entry can originate from a variety of sources, such as checks issued or received, invoices, cash register tapes, and time sheets.

A cash disbursements journal. This journal documents chronologically the expenditures of the organization (e.g., when the expense was incurred, how much was spent, to whom funds were paid, and for what purpose).

- ***A payroll journal.*** This journal documents the organization's expenses on salaries and benefits and distinguishes different categories for regulatory purposes.

- ***A general ledger.*** After a transaction is entered in a journal, that information also should be transferred to the proper accounts contained in the general ledger. The general ledger summarizes chronologically the activity and financial status of all the accounts of an organization. The process of transferring transaction information from a journal to a ledger is known as "posting." The entries in the journal and ledger should be cross-indexed to permit the tracing of any recorded transaction (i.e., an "audit trail").

  Periodically, a "trial balance" is performed, to test the mathematical accuracy of the ledger and to prepare a statement of the financial position of an organization as of a particular date.

Sources and Uses of Funds

For the CDBG program, these ***accounting records must contain reliable and up-to-date information*** about the sources and uses of funds, including:

- Federal **grant awards** (or subgrant allocations) received by the organization.

- **Current authorizations and obligations** of CDBG funds.

- **Unobligated balances** (funds remaining available for distribution).

- **Assets and liabilities.**

- **Program income**.

- Actual **outlays or expenditures,** with further breakdowns by:

- The grant program from which the funds are derived. [4]

- The "eligible activity" classifications specified in 24 CFR 570.201–570.206 (housing rehabilitation, economic development, public facilities, public services, etc.) or similar classifications which clearly indicate use of program funds for eligible activities.

Maintenance of Records

The internal control requirements provide for the **separation of duties** and the **secure storage** of accounting records in limited access areas. In maintaining these accounting records a subrecipient should also ensure that:

- Journal entries are properly approved and explained/supported.

- Posting and trial balances are performed regularly.

- Fidelity bond coverage is obtained for responsible officials of the organization.

The grantee may require the subrecipient to purchase additional fidelity bond coverage in cases where it believes the normal policy coverage is not sufficient to protect the interest of the Government.

2.4 Allowable Costs (see 24 CFR 85.22 and 84.27)

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities are found in **OMB Circular A-87 for governmental subrecipients, OMB Circular A-122 for non-profit subrecipients, and OMB Circular A-21 for educational institutions.**

According to basic guidelines contained within these OMB circulars, a ***cost is allowable*** under the CDBG program if:

1. The expenditure is ***necessary, reasonable, and directly related to the grant***.

   This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. In determining the reasonableness of a given cost, consideration shall be given to:

[4] Subrecipients are encouraged, but not required by HUD, to identify expenditures by the specific grant.

a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and state laws and regulations, and terms and conditions of the award.

c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees and clients, the public at large, and the Government.

d) Significant deviations from the established practices of the organization that may unjustifiably increase the award costs.

2. The expenditure has been ***authorized by the grantee*** (the city or county that provides the CDBG funds to the subrecipient), generally through approval of the budget for the activity.

   For example, grantees generally are limited by HUD to obligating no more than 15 percent of any year's CDBG award on public services expenses. Therefore, in their agreement with a subrecipient, the grantee will stipulate how much the particular subrecipient will be allowed to obligate on such activities to keep the grantee's overall public services expenditures within the 15-percent ceiling. Any obligations by the subrecipient on such activities exceeding the approved amount may be disallowed by the grantee based upon the provisions of the Subrecipient Agreement.

3. The ***expenditure is not prohibited*** under Federal, state, or local laws or regulations.

   For example, OMB Circular A-87, Attachment B, and OMB Circular A-122, Attachment B, explicitly prohibit expenditure of Federal funds for entertainment, contributions and donations, fines and penalties, and bad debts.[5]

   In addition, the regulations specific to the CDBG program (at 24 CFR 570.207) prohibit the use of program funds for:

[5] OMB Circulars A-87 and A-122 also prohibit expenditures on interest and other financial costs *except where authorized by legislation* as is the case under Section 105(a)(13) of Title I of the Housing and Community Development Act of 1974, as amended, which specifically identifies "reasonable ... carrying charges related to the planning and execution of community development and housing activities" as eligible costs under the CDBG program.

- **Buildings used for the general conduct of government**

- **General governmental expenses**

- **Political activities**

This section of the program regulations also specifies that the following activities may ***not*** be assisted with CDBG funds ***unless*** authorized as a special economic development activity under 24 CFR 570.203, ***or*** when carried out by Community-Based Development Organizations (CBDOs) under the provisions of 24 CFR 570.204, or when the other special conditions noted in the following section after each category are met:

- **Purchase of construction equipment** (unless purchased for use as part of a solid waste disposal facility, which is eligible under 24 CFR 570.201(c)).

- **Personal property, furnishings, fixtures, or motor vehicles** (unless these items constitute part or all of a public services activity under 24 CFR 570.201(e), are eligible as fire fighting equipment under 24 CFR 570.201(c), or are necessary in the administration of activities assisted with CDBG funds).

- **Operating and maintenance expenses** (except for expenses associated with public service, "In Rem," and interim assistance activities, or office space for program staff employed in carrying out the CDBG program).

- **New housing construction** (unless performed in accordance with the "last resort" housing provisions of 24 CFR Part 42, or carried out by a CBDO under Section 570.204).

- **Income payments** (this prohibition does not preclude payments made under 24 CFR 570.201(n) to facilitate and expand homeownership by low- and moderate-income persons or emergency grant payments made over a period of up to 3 consecutive months to the provider of such items as food, clothing, housing, or utilities).

4. The ***expenditure is consistently treated,*** in the sense that the subrecipient applies generally accepted accounting standards in computing the cost, and utilizes the same procedures in calculating costs as for its non-Federally assisted activities.

5. The ***cost must be allocable to the CDBG program.*** A cost is allocable to a particular cost objective (e.g., grant, program, or activity) in proportion to the relative benefits received by that objective. This means that:

    - If an office is utilized by two programs during the same hours, the costs of the office should be allocated between the two programs on an equitable basis.

    - The same expense cannot be claimed against more than one grant (i.e., double-billing is prohibited). In addition:

        - A cost originally allocable to a particular Federal grant program **cannot be shifted to another Federal grant program** to overcome funding deficiencies, to avoid restrictions imposed by the grant or by law, or for any other reasons.

        - In accordance with the guidance found in OMB Circulars A-87 and A-122, the composition of direct and indirect costs must be clear. **Direct costs** must be identified specifically with a particular activity. **Indirect costs** are those incurred for common objectives that benefit more than one activity (e.g., salaries of executive officers, accounting and auditing, other costs of general administration). The subrecipient's indirect costs must be supported by an indirect cost proposal/cost allocation plan prepared in accordance with U.S. Department of Health and Human Services Circular OASMB-5 (for non-profit subrecipients) or OASC-10 (for governmental subrecipients).

6. The ***cost is net of all applicable credits.*** Any credits such as purchase discounts or price adjustments must be deducted from total costs charged. The subrecipient is not allowed to make a profit from any costs charged to CDBG funds.

2.5 Source Documentation

The general standard is that ***all accounting records must be supported by source documentation (see 24 CFR 85.20(b)(6) and 84.21(b)(7)).*** Supporting documentation is necessary to show that the costs charged against CDBG funds were incurred during the effective period of the subrecipient's agreement with the grantee, were actually paid out (or properly accrued), were expended on allowable items, and had been approved by the responsible official(s) in the subrecipient organization.

The source ***documentation must explain the basis of the costs incurred*** as well as show the actual dates and amount of expenditures. For example:

- With respect to **payrolls,** source documentation should include employment letters and all authorizations for rates of pay, benefits, and employee withholdings. Such documentation might include union agreements or minutes from board of directors' meetings where salary schedules and benefit packages are established, copies of written personnel policies, W-4 forms, etc. For staff time charged to the CDBG program activity**, time and attendance records should be available.** If an employee's time is split between CDBG and another funding source, there must be time distribution records supporting the allocation of charges among the sources. Canceled checks from the employees, insurance provider, etc., or evidence of direct deposits will document the actual outlay of funds.

- With respect to the cost of **space and utilities,** space costs must be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from the utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources, consistent with the guidelines covering allocable costs in Section 2.4.

- With respect to **supplies,** documentation would include purchase orders or requisition forms initiated by an authorized representative of the subrecipient, an invoice from the vendor (which has been signed-off by the subrecipient to indicate the goods were received), the canceled check from the vendor demonstrating payment was made, and information regarding where the supplies are being stored and for what cost objective(s) they are being used.

Some additional requirements related to source documentation include:

- All **source documentation** does not have to be located in the CDBG project files, but it must be **readily available for review by the grantee, HUD, or other authorized representatives at all times.** For example, employment letters and salary schedules are not likely to be maintained in a subrecipient's CDBG files but instead will be kept in the organization's central personnel files.

- The subrecipient must ensure that either (a) **an encumbrance/obligation is recorded** whenever a contract is signed or a purchase order is issued or (b) **up-to-date information on the status of all obligations** is otherwise readily accessible.

- The subrecipient must maintain a complete, accurate, and up-to-date record of the receipt and use of CDBG-generated **program income.** (See Chapter 6.0.)

2.6 Budget Controls

Subrecipients must have procedures in place to monitor obligations and expenditures against their approved budget(s) for CDBG-funded activities. **Depending on the language of the Subrecipient Agreement, the grantee may be under no obligation to reimburse a subrecipient for expenditures that exceed approved budget line items or the overall budget for CDBG-assisted activities.** Therefore, the subrecipient needs to have an ongoing system to compare actual receipts, encumbrances, and expenditures with the CDBG budget to ascertain in a timely fashion **whether it will be necessary to initiate a formal budget revision.** In addition, since the budget reflects the subrecipient's best estimate of the resources necessary to accomplish the CDBG project scope of services, any pattern of line item overruns should prompt a careful re-assessment of whether the available resources will still be sufficient to achieve the agreed- upon objectives.

To compare and control expenditures to approved budgets, a subrecipient must:

- Maintain in its accounting records **the amounts budgeted for eligible activities.**
- **Include unexpended/unobligated balances** for budgeted categories, as well as obligations and expenditures.
- Periodically **compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments for such outlays.**

Obviously, these comparisons should be made on an ongoing basis, and not after a majority of funds have been committed. In addition, it is critical that subrecipients maintain a close watch over the progress achieved for the amount of funds expended. It does little good to stay within the budget line if the actual accomplishments lag far behind in terms of the units of service delivered.

2.7 Cash Management

Subrecipients are required to have procedures in place to minimize the time elapsed between receipt of funds from the grantee and the actual disbursement of those funds. This requirement is intended to curtail unnecessary drawdowns of CDBG funds (through the grantee) from the U.S. Treasury and minimize the cost of financing the CDBG program by the Federal Government.

Grantees have two general methods available to transfer CDBG grant funds to subrecipients: the reimbursement method and the cash advance method.

- The **reimbursement method** entails a transfer of grant funds to the subrecipient **based on actual expenditures by the subrecipient before the request for funds.**

- **The cash advance method** involves the transfer of CDBG funds from the grantee based upon the subrecipient's request (and information on obligations) **before the actual cash disbursements have been made by the subrecipient.**

Both methods must be implemented in compliance with the cash management requirements. In accordance with 24 CFR 85.21 or 570.502(b)(3)(i), as applicable, and 31 CFR Part 205[6], these requirements include:

- A subrecipient must include ***accurate information in its drawdown request to a grantee.*** This requirement is intended to address the intentional falsification of drawdown information. The Federal Government is also concerned that all subrecipients have adequate financial record-keeping systems in place to be able to determine reliably how much cash they have on hand and what their immediate cash needs will be.

- ***Although there is no explicit regulation for cash advances, the general standard is that the subrecipient must disburse the funds to pay for CDBG program costs within 3 business days of the receipt of those funds from the grantee.*** The subrecipient should also maintain written justification in its files for each instance in which disbursement of an advance took longer than a 3-day period.

- A subrecipient must ***return erroneously drawn funds to the grantee in a timely fashion.*** This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by the subrecipient's immediate disbursement needs.

  For example, if a subrecipient drew down CDBG funds in anticipation of the start of a public facilities project, and the project's commencement was delayed, the subrecipient is required to return the CDBG funds to the grantee and re-initiate the drawdown process at a later point.

[6] These are the regulations of the U.S. Department of the Treasury governing withdrawal of cash from the Treasury for an advance under a Federal grant program.

- If CDBG ***grant advances*** are placed in an interest-bearing account by a subrecipient, the subrecipient must ***return this interest income to the U.S. Treasury*** via the grantee (per 24 CFR 85.21(i) or 570.502(b)(3)(i), as applicable, and 24 CFR 570.500(a)(2)). Such interest income is not considered program income. Similarly, if a subrecipient uses ***a "revolving loan fund account"*** under the CDBG program, ***the funds must be deposited in an interest bearing account, and all interest earned on funds on deposit must be returned to the Treasury via the grantee no less frequently than annually*** (24 CFR 570.500(b)).

- ***Program income (other than program income deposited in a revolving fund) must be disbursed in payment of program costs before requesting further drawdowns from the grantee*** (24 CFR 570.504(b)(2)(ii) and 570.504(c)).

- If program income is put in an approved revolving fund by a subrecipient, the subrecipient must ***disburse this program income for the same activity for which the revolving fund was established,*** before making further cash drawdown requests to the grantee for the activity. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee at least annually (24 CFR 570.504(b)(2)(i) and 570.500 (b)).

- Funds held in an ***escrow account*** for rehabilitation activities generally must be disbursed within 10 days (24 CFR 570.511(a)(4)).

While avoiding excessive drawdowns, a subrecipient should also exercise care that the legitimate cash needs of its CDBG activities are being met. As noted in the preceding section, a subrecipient needs to be able to forecast accurately what its project expenses are going to be. If its CDBG activities are relatively stable (the same type and level of activities from month to month), a subrecipient can begin with the previous month's financial activity as a starting point for its estimate of current period cash needs. This estimate, however, should be modified for periodic expenses or seasonal variations in costs, such as for heating and electricity. If a subrecipient's activities are expanding or exhibit irregular fluctuations in expenses, then it is important to devote more careful attention to predicting future cash requirements.

It should be noted that, in the private sector, the "cash requirements report" is a standard management tool for anticipating the monthly (or even weekly) cash flow needs of a business. When a subrecipient is not able to plan its expenditures and encounters large fluctuations in the disbursement of obligated funds (as can happen, for example, in construction activities), there is a tendency to invade other non-CDBG funds, or alternatively to "temporarily borrow" CDBG funds for non-CDBG purposes. ***Such inter-fund transfers that result in using CDBG funds for***

non-CDBG purposes are not allowed and may result in program sanctions or termination of the CDBG contract by the grantee.

2.8 Financial Reporting

Financial reports prepared by a subrecipient must be accurate, timely, current, and represent a complete disclosure of the financial activity and status in each Federal grant program under which assistance is received (24 CFR 85.20(b) and 85.41(c) and (d), or 84.21 and 24 CFR 570.502(b)(3)(i), as applicable).

Although the format and frequency of the financial reports required of subrecipients may differ from locality to locality, a subrecipient must have the capacity to provide at least the following information **for each CDBG activity:**

- ***Amount budgeted.***
- ***Advances/reimbursements*** received to date.
- ***Program income and other miscellaneous receipts*** in the current period and to date.
- ***Actual expenditures/disbursements*** in the current period and cumulatively to date, for both program income and regular CDBG grant funds.

- ***Current encumbrances/obligations*** in addition to disbursements.

- ***Unpaid requests for payment*** previously submitted at time of latest drawdown.

In addition, a subrecipient's accounting and record-keeping system must be able to support the data included in (a) its drawdown requests, (b) its other financial and progress reports, and (c) the grantee's Consolidated Annual Performance and Evaluation Report (CAPER) submitted to HUD.

2.9 Other Miscellaneous Requirements for Subrecipient Financial Management Systems

- **Loan servicing:** A subrecipient must have a system for properly servicing all CDBG-funded loans, where applicable, including:

    - **Loan agreements** with clear repayment terms and default definitions, descriptions of how defaults can be resolved, what actions will be taken if a loan is in default, and what is pledged as security for each loan.

    - **Collection procedures** that provide for recognition of all current amounts due and when past payments were received, notification when payments are overdue, as well as a procedure for taking further action to collect overdue amounts and criteria for writing off bad debts.

- **Cash depositories:** Regular banking procedures may be followed without any separate bank account or special bank eligibility requirements. Subrecipients are advised, however, to obtain information on bank ratings before depositing CDBG funds with a financial institution.[7]

  In addition, subrecipients are encouraged to use minority-owned financial institutions in conjunction with their CDBG activities whenever possible.

[7] Bank rating and research firms which provide information on the comparative financial strength of local banks and other financial institutions are found in most regions of the country. Frequently the local city or county treasurer's office subscribes to a bank rating service and may be able to provide subrecipients with useful information on the ratings of local financial institutions.

- **Real property:** The subrecipient must:

    - Keep track of CDBG-acquired real property to ensure that program income from sales or rental of such property or assets is properly recorded and reported (24 CFR 570.503(b)(3)).

    - Have procedures for ensuring ongoing compliance with the National Objectives requirements associated with real property acquired or improved with CDBG funds in excess of $25,000 (24 CFR 570.503(b)(7)).

Exercise for Chapter 2.0 — Financial Management

Circle the Correct Answer

1. Which of the following are components of an organization's system of *internal controls* for financial management?

   (a) Written procedures and policies.

   (b) Specified job responsibilities.

   (c) Job qualifications.

   (d) Accounting records.

   (e) All of the above.

2. The sole purpose of *accounting records* is to provide reliable and up-to-date information on the cash controlled by an organization or agency.

   TRUE FALSE

3. An expenditure by a subrecipient will be considered an *allowable* CDBG expense if it is necessary to carry out an approved activity and is not explicitly prohibited by Federal, state, or local regulations.

   TRUE FALSE

4. *Source documentation* does not have to be located in the CDBG project files.

   TRUE FALSE

5. An effective system of *budget controls* requires a periodic comparison of actual obligations and expenditures to planned obligations and expenditures, and to projected accomplishments for such outlays.

   TRUE FALSE

6. Interest income from CDBG advances and revolving loan accounts may be retained by the subrecipient as *program income.*

TRUE FALSE

The answers are on next page.

Exercise for Chapter 2.0 — Financial Management (continued)

Answers to questions from preceding pages

1. "(e) All of the above."

2. ***FALSE.*** The purpose of accounting records is to provide information *not only on cash* but also on *all the assets and liabilities* of an organization, including property, receivables, payables, and other obligations.

3. ***FALSE.*** The fact that an expenditure is both necessary and not explicitly prohibited by law and program regulations *is only part of the criteria* that must be met for it *to be considered an allowable CDBG expense.* In addition, the expenditure must:

    - Have been authorized by the grantee (through an approved budget or other mechanism).
    - Be reasonable.
    - Have been treated by the subrecipient in a manner consistent with its normal procedures for computing costs.
    - Be allocable to an approved-CDBG cost objective.
    - Be net of all applicable credits.

4. ***TRUE.*** *Source documentation does not have to be stored in the CDBG project files if it is readily available to be reviewed by the grantee, HUD, or other authorized representatives.* In general, however, subrecipients will find that it is more efficient in the long run to maintain as much project information as possible in files specifically dedicated to their CDBG activities.

5. ***TRUE.***

6. ***FALSE.*** One of the primary purposes of a subrecipient's *cash management* system is to minimize the time between receipt of CDBG funds and their disbursement; therefore, if the subrecipient's system is working efficiently, *there shouldn't be any interest income* generated on cash advances. In fact, 24 CFR 570.500(a)(2) makes explicit that *the definition of program income does not include interest earned on the investment of the initial proceeds of a grant advance, including funds advanced from a grantee to a subrecipient*, and any such funds must be promptly remitted to the U.S. Treasury. Moreover, 570.500(b) makes it clear that cash balances held in a revolving fund must be

held in an interest-bearing account and that any interest earned on funds held in such an account will be considered to be interest income generated on a cash advance and must be remitted to the Treasury at least annually.

CHAPTER 3.0: PROCUREMENT AND CONTRACTING

This chapter outlines the requirements for using Federal funds to purchase materials, products, or services under the CDBG Entitlement program. Whether you are a small agency purchasing occasional office supplies or a large organization contracting for millions of dollars of construction services, the requirements governing the purchasing process are designed to ensure that you:

- Follow a **free and open competitive process** in securing those products or services.
- Properly **document** your purchasing activities and decisions.
- Observe the special **rules for particular kinds of purchases** (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
- **Properly bond and insure** work involving large construction contracts and/or subcontracts.
- Use **local businesses** and contract **with small, minority and/or women-owned businesses** to the maximum extent feasible.

When it comes to spending the taxpayer's money, no matter how little the amount, it is important to ensure that the prices you pay are competitive, and that you (and the taxpayer) are getting good value. The rules don't require that you get a bargain every time you buy, but only that you pay a fair price. They don't require that you always get the latest in technology at the lowest possible cost, but only that you shop around and get what you paid for. This means that you should seek to buy with CDBG funds only what is necessary under the terms of your Subrecipient Agreement, and no more. You should also be able to ensure the integrity of your purchasing decisions; to document the history, results, and decisions behind your purchases; to follow the rules for certain kinds of transactions; and to offer opportunities to local and disadvantaged firms to respond to your purchasing needs. By following these requirements you are helping to guarantee the fairness and the vitality of our free market system, and to ensure that taxpayer resources are not being wasted.

By observing the basic rules, you'll also find your purchasing decisions can be more efficient. For example, if you set up a standardized purchasing system for securing price quotations and preparing purchase orders, you won't have to reinvent the wheel every time you want to buy materials and supplies. These efficiencies in turn can help make your limited purchasing budgets go much farther. You'll also have the satisfaction of knowing you paid a fair price for every purchase.

In addition, when you use CDBG funds to purchase materials or services, it is not sufficient simply to *state* that you got the lowest possible price and followed the rules. You have to be able to *prove it.* Therefore, to avoid disallowed costs and/or recapture of payments, it is necessary that you document the background, need, and the details of every purchasing decision, whether it involves renting an office or buying two-by-fours. At first, this may appear burdensome, but full documentation can only help you avoid serious problems and a lot of extra work in the long run.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Planning how would you set up a purchasing system if you were spending your own money and wanted to spend it efficiently.

2. Updating the list of vendors and contractors from whom you plan to purchase materials, supplies, equipment, and services over the next 12 months (if you don't have such a list, think about developing one for all vendors and contractors you might buy from).

3. Developing (or expanding) your own written procurement manual describing your procedures and a code of conduct for all employees involved in purchasing.

4. Identifying ways to ensure that all purchasing documents such as cost and price solicitations, purchase orders, contracts, delivery receipts, invoices, payables records, and check vouchers are integrated into one system.

3.1 General Procurement Provisions

The standards and procedures for procurement are intended to ensure that supplies, equipment, construction and other services acquired in whole or in part with Federal funds are:

a) Obtained as efficiently and economically as possible.

b) Procured in a manner that provides, to the maximum extent practical, open and free competition.

Solicitations must clearly explain all requirements that the bidder/offeror must fulfill in order for his or her bid/offer to be evaluated by the subrecipient. Solicitations for goods and services must be based on a clear and accurate description of the material, product, or service to be procured, and cannot contain features which unduly restrict competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable qualifying requirements on firms.
- Requiring unnecessary experience and excessive bonding.
- Specifying only "brand name" products instead of allowing "an equal" product.
- Noncompetitive pricing practices between firms or affiliated companies.
- Noncompetitive awards to consultants on retainer contracts.

Awards are to be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the subrecipient, price and other factors considered. Any and all bids may be rejected when it is in the subrecipient's interest to do so. The subrecipient must ensure that the award is only made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Federal guidelines for contracting are designed to further ensure that contracts are structured and managed in a way that is consistent with good administrative practices and sound business judgment.

The Federal requirements for these administrative areas are found in **24 CFR 85.36 for governmental subrecipients and in 24 CFR 84.40-48 for subrecipients that are non-profit organizations.** Because the procurement standards in 24 CFR Part 85 are generally more

specific than those found in Part 84, the former will be used as the principal basis for this chapter's presentation of applicable requirements. **Whenever there is a clear distinction between the requirements of 24 CFR Parts 85 and 84, the text will distinguish between the two sets of requirements.** However, in general, the standards set forth in 24 CFR Part 85 for procurement may be viewed as a "safe harbor" for satisfying the Federal requirements.

The general requirements for procurement include the following:

- According to 24 CFR 85.36(b)(9), a subrecipient must maintain ***records to detail the significant history of a procurement.*** These records include, not are not limited to, files on the rationale for selecting the methods of procurement used, selection of contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract *(for non-profit subrecipients,* 24 CFR 84.46 specifies that procurement records and files *for purchases in excess of the small purchase threshold fixed at 41 U.S.C. 403(ii), currently $100,000,* must include the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and the basis for the award cost or price).

- ***Pre-qualified lists of vendors/contractors,*** if used, must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time during the solicitation period (24 CFR 85.36(c)(4)).

- As part of its efforts to eliminate unfair competitive advantage, a subrecipient should ***exclude contractors that develop or draft specifications,*** requirements, statements of work, invitations for bids, and/or requests for proposals from competing for such procurement (24 CFR 84.43).

- A subrecipient must ensure that ***awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation*** in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35).

- There must be ***written selection procedures for procurement transactions,*** and the procedures must be adequate to ensure that:

    - **The purchase of unnecessary or duplicate items is avoided.** Where appropriate, an analysis should be made of lease versus purchase alternatives (24 CFR 85.36(b)(4) and 84.44(a)(1)-(2));

- Whenever possible, use of **Federal excess and surplus property** or **intergovernmental agreements for procurement or use of common goods and services** should be considered as a way to foster greater economy and efficiency (24 CFR 85.36(b)(5) and (6));

- **All purchase orders (and contracts) are signed by the authorized official(s)** of the subrecipient;

- **Items delivered and paid for are consistent with the purchase order** and/or contract for the goods or services;

- **Timely payment to vendors** occurs once the order is delivered, inspected, accepted, and payment authorized;

- **A cost or price analysis** is performed for every procurement action, including contract modifications, and documentation to that effect is maintained in the subrecipient files. The *method and degree of analysis is dependent on the facts surrounding the particular procurement situation,* but as a starting point, subrecipients must make independent estimates before receiving bids or proposals (24 CFR 85.36(f) and 84.45);

- **Profit or fee is negotiated separately from price** where competition is lacking or whenever a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of past performance, and industry rates for the area (24 CFR 85.36(f)(2)); and,

- The list of **provisions in 24 CFR 85.36(i) or 84.48, as applicable,** must be included in any contracts.

- Subrecipients must ***not use "cost plus a percentage of cost" pricing*** for contracts (24 CFR 85.36(f)(4) and 84.44(c)); in addition, subrecipients should use *"time and material" type contracts* only after a determination is made that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk (24 CFR 85.36(b)(10)).

- Subrecipients must have ***protest procedures in place*** to handle and resolve disputes relating to their procurement and in all instances report such disputes to the grantee (24 CFR 85.36(b)(12)).

- There must be a ***documented system of contract administration*** for determining the adequacy of contractor performance (24 CFR 85.36(b)(2)).

- A subrecipient must have a ***written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts*** (24 CFR 85.36(b)(3) and 84.42).

3.2 Permitted Approaches to Procurement

Depending on the scarcity of the item or service desired, and the size of the purchase, different methods of procurement are available for use by subrecipients under the Federal regulations.[1]

- Small purchases may be used for procurement of $100,000 or less in the aggregate: (24 CFR 85.36(d)(1) and 84.44(e)(2))

    - Small purchases are made through the use of purchase orders. Competition is sought through oral or written price quotations. A subrecipient must document the receipt of an adequate number of price or rate quotations from qualified sources.

    - A procurement of more than $100,000 may not be inappropriately broken up into smaller components solely to qualify for the less complicated procedures followed under the "small purchases" approach.

- **Competitive sealed bids** (formal advertisement, 24 CFR 85.36(d)(2)):

    - The procurement must lend itself to a firm, fixed price contract (lump sum or unit price) where the selection can be principally made on the basis of price.

    - A subrecipient must advertise the Invitation for Bid (IFB) in publications of general circulation.

    - The IFB must include complete and accurate specifications and pertinent attachments and clearly define items or services needed, in sufficient detail for the bidders to properly respond.

[1] Subrecipients need to be aware, however, that local or state laws or policies may require additional procedures or set lower dollar-value thresholds for some forms of procurement. Therefore, it is important to check with your grantee to learn whether any such additional procurement provisions apply.

- Bids must be opened publicly at the time and place stated in the IFB.

- A subrecipient must receive at least two or more responsible bids for each procurement transaction.

- If awarded, the contract must be given to the lowest responsive and responsible bidder (the subrecipient, however, can decide *not* to make the award to *any* of the bidders).

The competitive sealed bid method is the preferred approach for procuring construction services.

- **Competitive proposals** (24 CFR 85.36(d)(3)):

  - A subrecipient should use this method only when conditions are not appropriate for the use of formal advertising.

  - The Request for Proposal (RFP) must clearly and accurately state the technical requirements for the goods and services required.

  - A subrecipient must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete.

  - Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement.

  - The subrecipient must conduct a technical evaluation of the submitted proposals to identify the responsible offerors.

  - As necessary, the subrecipient conducts negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the subrecipient's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a "best and final" offer.

  - The subrecipient must award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals (or "best and final" offers) according to predetermined evaluation criteria. The successful proposal/offeror must clearly be the "most advantageous" source of the goods and services for the subrecipient.

For procurement involving **architecture or engineering (A/E) services,** subrecipients may use competitive proposal procedures whereby competitors' qualifications are evaluated and **the most qualified competitor is selected,** subject to negotiation of fair and reasonable compensation. In these instances, price is ***not*** used as a selection factor. Once the most-qualified firm is identified, only that firm is asked for a price proposal that is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonably priced contract can be awarded. The subrecipient must be careful to document the bases for its determination of the most qualified competitor and the reasonableness of the contract price. This qualifications-based approach to the competitive proposals method may ***not*** be used to purchase other than A/E services. (See 24 CFR 85.36(d)(3)(v).)[2]

In addition, the Federal procurement regulations generally *discourage the use of local geographical preferences in the evaluation of bids or proposals (except where mandated by Federal statutes),* due to the restrictions on open competition which result. However, in procuring A/E services, geographic location is permitted as a selection criteria provided this criterion leaves an appropriate number of qualified firms (24 CFR 85.36(c)(2)).

- **Noncompetitive proposals/sole source procurement** (24 CFR Part 85.36(d)(4)):

  Noncompetitive negotiations may be utilized only under very limited circumstances. The subrecipient must show that another method of procurement was infeasible because:

  - The item or service was only available from a single source.
  - A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement.
  - Competition was determined to be inadequate after receiving proposals from numerous sources.

[2] It is important to note that many states have laws which *require* the use of qualifications-based selection (QBS) procedures when purchasing professional A/E services. In those states, the discretion afforded by 24 CFR 85.36(d)(3)(v) is removed. Absent a state QBS law, a recipient could opt to use QBS or competitive proposals. In the latter instance, prices are solicited from all contractors and considered in the selection process.

Among the procurement approaches described in the preceding section, the *competitive sealed bid* resulting in a firm, fixed price contract is the preferred procurement approach when there are a number of available and qualified providers, when the requirements and specifications are thoroughly detailed and are unlikely to change, and where the subrecipient has the opportunity to make the provider assume a large share of the risk for non-performance.

In other instances, for example, complicated rehabilitation projects, or unique human service activities, other forms of competitive and noncompetitive procurement may be necessary or desirable. In cases where price is not the single most important objective, it is still important to try to assure the highest possible quality of procurement at the lowest reasonable price through "open and free competition."

3.3 Bonding

The requirements for bonding in procurement are as follows:

- **For construction or facility improvement (sub)contracts exceeding $100,000,** the following *minimum Federal requirements (24 CFR 85.36(h) or 84.48(c))* for bid guarantees, performance bonds, and payment bonds must be met. These include:

    - A **bid guarantee** from each bidder equivalent to **5 percent of the bid price.** The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.

    - A **performance bond** from the (sub)contractor for **100 percent of the contract price** to secure the (sub)contractor's fulfillment of all obligations under the contract.

    - A **payment bond from the (sub)contractor for 100 percent of the contract price** to assure payment of all persons supplying labor and material under the contract.

- **For non-profit subrecipients,** 24 CFR 84.48(c) states that for contracts or subcontracts awarded for construction or facility improvement **equal to or less than $100,000,** a subrecipient must follow its own policies for bid guarantees, performance bonds, and payment bonds.

    For both **non-profit subrecipients** and **governmental subrecipients,** however, the Subrecipient Agreement may mandate compliance with *the grantee's bid guarantee, bonding, and insurance requirements* in instances of

contracts or subcontracts for construction or facility improvements with a value equal to or less than $100,000.

3.4 Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses

Federal regulations, both CDBG and non-CDBG, make it very clear that subrecipients should make every effort to use local business firms and contract with small, minority-owned and/or women-owned businesses in the procurement process. Specifically,

- A subrecipient must take **affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms** in its CDBG-financed activities (24 CFR 85.36(e) or 84.44(b)). The efforts which a subrecipient should make include:
    - Incorporating such businesses in **solicitation lists** whenever they are potential sources.
    - Ensuring that **such businesses are solicited** when identified as potential sources.
    - **Dividing procurement requirements,** when economically feasible, to permit maximum participation of such businesses.
    - Requiring prime contractors, when **subcontracts** are let, to take affirmative steps to select such firms.
- In conformance with the requirements of ***Section 3 of the Housing and Community Development Act of 1968,*** to the greatest extent feasible, subrecipients must award contracts for work to be performed to eligible ***business concerns located in or owned by residents of the target area*** to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing (see 24 CFR 570.607(b)).

Subrecipients should note, however, that the desire to award contracts to local firms is *not* a legitimate excuse for avoiding an open and competitive procurement process.

Exercise for Chapter 3.0 — Procurement and Contracting Circle the

Correct Answer

1. The reason for Federal competitive procurement requirements is:

   (a) To ensure that supplies, equipment, and services are acquired efficiently.

   (b) To help guarantee a "fair" price for items or services bought with Federal funds.

   (c) To give the public confidence in the procurement practices of Federal assistance programs.

   (d) To allow more firms, particularly local firms, small businesses, and minority- or women-owned businesses, to have an opportunity to compete for work under Federal programs.

   (e) All of the above.

2. A cost or price analysis and documentation of the procurement process is only required for *major purchases.*

   TRUE FALSE

3. A governmental subrecipient is justified in breaking up a procurement into components of $100,000 or less to utilize the "small purchase" procedures if the procurement process for each purchase is still competitive.

   TRUE FALSE

4. The "Section 3" requirements for awarding work to local business concerns takes precedence over the competitive procurement requirements.

   TRUE FALSE

The answers are on next page.

Exercise for Chapter 3.0 — Procurement and Contracting (continued) Answers

to questions from preceding page

1. "(e) All of the above."

2. ***FALSE.*** A subrecipient must do a cost or price analysis and maintain documentation of the procurement process for *every* procurement. However, the level of complexity of the analysis and detail of the documentation should vary by the size of the procurement and the extent of competitiveness in the process. Therefore, the purchase of desktop stationary supplies will require that the subrecipient maintain a very modest level of documentation of how comparative prices were analyzed (through catalogs and/or price quotes). A sole source procurement, on the other hand, will require much more extensive documentation to justify the noncompetitive process and to demonstrate that the price incurred was fair.

3. ***FALSE.*** The standard for "small purchases" is that the procurement is for services, supplies, or property does not exceed $100,000 *in the aggregate.* Therefore, for example, it is not allowable to break up arbitrarily a $150,000 procurement of weatherization materials into three $50,000 purchases just to be able to use the less complicated "small purchase" procedures. The purchase of such materials should be handled through a *sealed bid* method of procurement, with the larger purchase volume entailed in this approach likely to result in lower per unit prices.

4. ***FALSE.*** *Both* sets of requirements must be satisfied. Therefore, the competitive procurement procedures adopted by the subrecipient also must be designed to facilitate and encourage local businesses to compete for the proposed work.

CHAPTER 4.0: PROPERTY MANAGEMENT AND DISPOSITION

If you use CDBG funds to acquire real or personal property, Federal regulations make you, the subrecipient, responsible for ensuring that the property continues to be used for its intended (and approved) purpose, that you keep track of it, that you take care of it, and that if you sell it, you reimburse the grantee for the CDBG share of the property's value.

This fairly straightforward proposition about the ownership, use, management, and disposition of property is complicated by two facts. First, the rules about property management and disposition differ slightly depending on whether you are a public-sector or private-sector subrecipient. (The rules are generally more explicit for governmental subrecipients). Second, the rules depend on the nature of the property. Real property (e.g., land, buildings) is treated differently than personal property (e.g., equipment, supplies, intangible property like copyrights).

This chapter outlines the rules for subrecipients regarding the ownership, management, and disposition of real and personal property. Despite the different treatments, there are several key themes applicable to most property that should be emphasized at the outset:

- Property can only be acquired with CDBG funds for a *specific purpose* that must be approved by the grantee and should be made a part of the Subrecipient Agreement.

- The use of that property for the *approved purpose must continue;* in the case of personal **property,** generally for if the subrecipient owns it and the property is needed for the CDBG activity, and in the case of real **property** (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the Subrecipient Agreement.

- If you own the property, you should *keep accurate records* for it (e.g., purchase date, price, location, physical description, maintenance history and condition, original and current use, and other inventory types of data).

- You have to *control the use* of the property (in accordance with its intended purpose) and *take good care* of it (that is, take adequate steps to prevent its damage, theft, or loss).

- If you no longer need the property, you can dispose of it but only according to specific rules (such as paying back the grantee, accounting for program income, etc.).

The following chart summarizes the applicability of specific sections of the regulations to particular categories of property for governmental and private subrecipients and shows the relevant regulations affecting its ownership, use, and disposition.

Exhibit 4-1: Rules for Property Management and Disposition

Property Management and Disposition Regulations **24 CFR 570.503—all subrecipients (subs)** **24 CFR 85.32–85.34, govt. subs** **24 CFR 84.32–84.34, non-profit subs**	**Real Property (Acquired with CDBG funds)**	**Personal Property Acquired with CDBG funds**		
		Tangible		**Intangible**
		Nonexpendable	**Expendable**	
Typical Example	*Land/Buildings*	*Cars/Equipment*	*Office Supplies*	*Copyrights*
Ownership	See property acquisition, 24 CFR 570.201(a), 201(c), 202, 203(a)	Vested in subs 24 CFR 85.32 24 CFR 84.34	Vested in subs 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to govt. 24 CFR 85.34 24 CFR 84.36
Use & Management	24 CFR 570.505 governs grantees; subrecipients follow 503(b)(7) *	24 CFR 85.32 24 CFR 84.34	24 CFR 85.33 24 CFR 84.35	
Disposition	24 CFR 570.503(b)(7)	Generally, fair-market value or proceeds returned to grantee; with grantee approval, proceeds retained as program income 24 CFR 85.32 and 24 CFR 570.502(a)(8) 24 CFR 84.34 as modified by 570.502(b)(3)(vi)	Residual inventories 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to use remains with govt.

* 570.501(b) requires that units of general local government participating with, or as part of, an urban county, or as part of a metropolitan city, follow the same requirements as are applicable to subrecipients, except that the 5-year period identified under 570.503(b)(7)(i) begins with the date that the unit of general local government is no longer considered by HUD to be a part of the urban county or metropolitan city, instead of the date that the subrecipient agreement expires.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency would care for the property differently if it were purchased with agency funds rather than CDBG funds.

2. Whether your agency's records are up to date in documenting the ownership, use, management, and/or disposition of its property.

3. Whether the procedures for maintaining and protecting the agency's property are adequate or need strengthening.

4. If you are planning to dispose of any property, whether your agency has taken

4.1 Overview

The relevant Federal regulations governing the management and disposition of property are 24 CFR 570.503 for all subrecipients, 24 CFR 84.34(g) as amended by 570.502(b)(3)(vi) for private sector subrecipients, and 85.32, as modified by 570.502(a)(8), and 85.33-34 for governmental subrecipients.

For the purposes of these Federal regulations, "property" is classified according to the following distinct categories:

- **Real property: "**real property" means land, including any improvements to and structures located on the land, but excluding any movable machinery or equipment.

- **Personal property: "**personal property" is basically any kind of property other than real property. Personal property can be *tangible* (such as supplies, furniture, and equipment), or *intangible* (such as copyrights, patents, and inventions).

  Further distinctions can be made between:

  - **Non-expendable personal property,** which generally is considered to include *tangible* personal property having a useful life of more than 1 year and an acquisition cost of $300 or more per unit.

  - **Expendable personal property,** which includes all *tangible* personal property other than non-expendable personal property.

The Federal requirements relating to property are organized according to title (ownership), use, and disposition. In general, a subrecipient's property management system must provide for **accurate records, the conduct of regular inventories, adequate maintenance and control, and proper sales procedures.** Subrecipients must follow sales procedures that provide for competition, to the extent practicable, and that result in the highest possible return.

4.2 Real Property

For *grantees*, the use of real property is governed by 24 CFR 570.505. For real property acquired or improved in whole or in part with CDBG funds in excess of $25,000, the grantee cannot change the use or planned use of the property (including the beneficiaries of such use) without first providing affected citizens notice and opportunity to comment, and determining that either:

a) The contemplated new use meets one of the National Objectives and is not a building for the general conduct of government.

b) The contemplated new use is deemed appropriate (after consultation with affected citizens) but will not meet a National Objective. In this latter case, the grantee must reimburse the CDBG program in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.

The Subrecipient Agreement must be **explicit** about the use of any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $ 25,000. For such instances, **24 CFR 570.503(b)(7)** mandates that such real property either:

- Must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives **for at least 5 years after the expiration of the Subrecipient Agreement** (or a longer time as specified by the grantee in the Subrecipient Agreement); or

- If a National Objective is not met during this time period, the grantee must be **reimbursed for the current fair market value,** less any portion of the value attributable to non-CDBG funds.

4.3 Personal Property — Equipment

For **governmental subrecipients** (24 CFR 85.32):

- **Title:** Title to equipment acquired with CDBG funds is vested in the subrecipient, subject to the conditions described in the following section.

- **Use:** Equipment purchased with CDBG funds or other forms of Federal assistance must be used by the subrecipient in the program or project for which it was acquired, and **as long as needed, whether or not the program or project continues to be supported by Federal funds.**

    - When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

    - The subrecipient also must make the acquired equipment **available for use on other projects or programs** currently or previously supported by the Federal

Government **provided that such use will not interfere with the work on the project or program for which the equipment was originally acquired.**

- A subrecipient is **prohibited** from using CDBG-acquired equipment **to provide services for a fee to compete unfairly** with private companies that provide equivalent services unless specifically authorized by Federal statute.

- With the approval of the grantee, equipment acquired with CDBG funds may be used as **a trade-in on replacement property.**

- **Management requirements:** For equipment (including replacement equipment) acquired in whole or in part with CDBG funds, the subrecipient must have procedures and control systems in place to:

  - Keep **adequate equipment records,** which must include information on:

    - Property description.

    - Identification.

    - Funding source (grant number).

    - Title holder.

    - Acquisition date and cost.

    - Federal share of cost.

    - Location, use, and condition.

    - Unit acquisition cost.

    - Disposition data.

  - **Conduct a physical inventory** of the property no less often than every 2 years, with a reconciliation of the inventory results with the equipment records.

    - Ensure adequate **safeguards for preventing loss, damage, or theft** of property.

- Maintain the equipment in **good condition.**

- **Disposition:** When original or replacement equipment acquired with CDBG funds is no longer needed for the original project or program or for other activities currently or previously assisted with Federal funds, the following rules of disposition will apply **to governmental subrecipients:**

    1) Equipment with **a current per-unit fair market value of less than $5,000** may be retained, sold, or otherwise disposed of by the subrecipient *after notice to the grantee,* subject to the conditions in 3) in the following section.

    2) Equipment with **a current per-unit fair market value of $5,000 or more** may *after notice to the grantee* be retained or sold by the subrecipient with the grantee having the right to compensation in an amount equal to multiplying the current fair market value *or* the proceeds from sale by the Federal share (percentage) in the original acquisition price of the equipment.

    3) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (24 CFR 85.32(g)).

In addition, per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered **program income.**

For **non-profit subrecipients** (24 CFR 84.34):

- **Title:** Title to personal property acquired with CDBG funds is vested with the subrecipient, subject to the following conditions:

    1) **In all cases** in which personal property is no longer needed by the subrecipient for CDBG activities, it must be transferred to the grantee for the CDBG program or can be retained by the subrecipient after compensation to the grantee (per 24 CFR 570.502(b)(3)(vi)(B)).

    2) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (84.34(g)(4)).

    3) In all cases in which personal property is sold, the proceeds will be considered **program income** (24 CFR 570.502(b)(3)(vi)(A)).

4.4 Personal Property — Supplies

For **governmental subrecipients** (24 CFR 85.33):

- Upon termination of the subrecipient's agreement with or award from the grantee, **if there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value, and if such supplies are not needed for any other Federally sponsored programs or project,** the subrecipient must compensate the grantee for the share of such supplies which were acquired with CDBG funds.

For **non-profit subrecipients,** the requirements of 24 CFR 84.35 apply; that is,

- The residual inventory of unused supplies exceeding $5,000 not needed by the subrecipient for CDBG activities must be transferred to the grantee for the CDBG program or can be retained after compensating the grantee.

- **In all cases** in which the residual inventory of supplies is sold, the proceeds are considered **program income.**

4.5 Personal Property — Copyrights

For **governmental subrecipients** (24 CFR 85.34) and for **non-profit subrecipients** (84.36):

- The Federal Government **reserves a royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:

    - The copyright to any work developed with CDBG funds.

    - Any rights of copyright which a subrecipient or a contractor purchases with CDBG support.

Exercise for Chapter 4.0 — Property Management and Disposition

Circle the Correct Answer

1. For **real property** controlled by a subrecipient and acquired or improved with CDBG funds in excess of $25,000, what is the *minimum* period of time following the expiration of the Subrecipient Agreement that such property must be used to continue to meet a National Objective?

   (a) 1 year.

   (b) 3 years.

   (c) 5 years.

   (d) 10 years.

   (e) As long a period as the grantee feels is appropriate.

2. When are the proceeds from a subrecipient's sale of equipment purchased with CDBG funds considered to be **program income?**

   (a) Never.

   (b) When the proceeds are returned to the grantee as compensation for the original CDBG funding.

   (c) When the net proceeds exceed the compensation due to the grantee.

   (d) When the depreciated value of the equipment exceeds the CDBG portion of the original acquisition cost.

   (e) Always.

3. A non-profit subrecipient has in its inventory a computer acquired with CDBG funds that is worth less than $500. The subrecipient may retain it without paying the grantee for its current value if the grantee does not need it for any other Federally sponsored program or project.

4. The Federal Government's copyright license for any written work developed by a subrecipient with CDBG funds does not preclude the subrecipient from reproducing or otherwise publishing such work.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 4.0 — Property Management and Disposition (continued) Answers to questions from preceding pages

1. The correct answer is "(c) 5 years." Although a grantee may stipulate a longer time period (in a closeout agreement, for example), 5 years is *the minimum* period during which such property must continue to be used to address a CDBG National Objective. If, on the other hand, during that time period a national objective is no longer being met or the subrecipient chooses to dispose of the real property, the subrecipient must reimburse the grantee for the fair market value of the property, less any portion attributable to non- CDBG funds.

2. The correct answer is "(e) always," with the qualification that if a portion of the equipment purchase was financed with non-CDBG funds, only the CDBG portion of the proceeds would be program income for the purposes of the CDBG program.

3. ***FALSE.*** The pertinent regulations for non-profit subrecipients (24 CFR 570.502(a)(8) and (b)(3)(vi)) require that, regardless of dollar value, equipment acquired with CDBG funds and no longer needed by the subrecipient for CDBG activities must be transferred to the grantee or retained by the subrecipient only after compensating the grantee.

4. ***TRUE.*** Although the Federal Government reserves a copyright license on such work, it is a *nonexclusive* license.

CHAPTER 5.0: RECORD-KEEPING AND REPORTING REQUIREMENTS

Accurate record keeping and reporting are crucial to the successful management of your CDBG- funded activities. The *failure to maintain* adequate documentation of CDBG-funded activities continues to be one of the most serious administrative issues undermining program performance and regulatory compliance of subrecipients in the CDBG Entitlement program.

Without adequate record keeping, you and your grantee cannot track performance against your contract goals and your grantee cannot provide adequate management support in its oversight of your activities. Insufficient documentation and reporting on your part leads to serious monitoring findings, and those findings are likely to be much more difficult to resolve in cases where records are missing, inaccurate, or otherwise deficient.

It is very important, therefore, that you adhere to the record-keeping and reporting requirements of the Entitlement program and other pertinent regulations. Adequate documentation means knowing:

- What information needs to be collected and why.
- When that information should be collected (and how often).
- How the information should be acquired, organized, and stored.
- How the information should be reported.
- The required retention period for records.

This chapter addresses the minimum standards for documentation with respect to general record-keeping requirements, file organization and maintenance, retention of records, access to records, and reporting requirements. The end of the chapter contains a comprehensive chart identifying key records for each of three record types: administrative records, financial records and project records.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency has a *clearly defined process* for acquiring, organizing, storing, retrieving, and reporting information, especially about your CDBG-funded activities.

2. How you can *strengthen your documentation and reporting systems* to meet the requirements outlined in this chapter.

3. *Who in your agency is responsible* for the majority of record-keeping and reporting tasks, and whether they are properly trained and supported.

4. How you can *streamline your record-keeping and reporting procedures* by standardizing the process and removing duplication of records from your system.

5.1 General Record-Keeping Requirements

Every subrecipient is required to establish and maintain at least three major categories of records:

- **Administrative records:** These are files and records that apply to the overall administration of the subrecipient's CDBG activities. They include the following:
    - Personnel files.
    - Property management files.
    - General program files: files relating to the subrecipient's application to the grantee, the Subrecipient Agreement, program policies and guidelines, correspondence with grantee and reports, etc.
    - Legal files: articles of incorporation, bylaws of the organization, tax status, board minutes, contracts and other agreements.
- **Financial records:** These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.
- **Project/case files:** These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

Since previous chapters of this handbook have provided information about the elements necessary for financial and general administrative records, this chapter focuses primarily on CDBG requirements as they relate to project files or case files. Exhibit 5-1 at the end of the chapter provides a checklist of the most important files that should be maintained by both subrecipients and grantees for monitoring purposes.

The **general CDBG standard for record keeping** is that records must be *accurate, complete and orderly*. A grantee must establish the specific requirements for record keeping in its Subrecipient Agreement (24 CFR 570.503(b)(2)). Grantees frequently specify record keeping requirements for their subrecipients that are very similar to those found in 24 CFR 570.506, so that for the activities undertaken by subrecipients, the grantee will be able to demonstrate compliance with all applicable program requirements. Therefore, a subrecipient should anticipate having to maintain records sufficient to:

Provide **a full description of each activity** assisted with CDBG funds, including the location where the activities occur, the amount of CDBG funds budgeted, obligated, and expended for the activity and the regulatory provision under which the activity is eligible.

- Demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR 570.208 and particularly the record-keeping requirements at 570.506(b)(1) - (12)).

- Show that the subrecipient has made all necessary **determinations required for the eligibility of certain activities** under the CDBG program, including but not limited to 24 CFR 570.201(f) **for interim assistance**, 570.201(i)(2) for **relocation**, 570.201(p) **for technical assistance**, 570.202(b)(3) for **loans to refinance existing indebtedness secured by a property being rehabilitated**, 570.204 for **activities carried out by CBDOs,** and 570.206(f) for the **preparation of applications for other Federal programs, and** 570.209 for **special economic development activities.**

- Document compliance with the program rules regarding **any change of use of real property** acquired or improved with CDBG assistance (24 CFR 570.505 and 570.503(b)(7)(i) and (ii)).

- Demonstrate compliance with the program requirements regarding **acquisition, displacement, relocation, and replacement housing** (24 CFR 570.606).

- Detail the subrecipient's **fair housing** activities and **equal opportunity** compliance.

- Maintain all necessary information relative to the other program requirements specified in Subpart K of 24 CFR Part 570 (which includes **labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients;** and **conflict of interest).**

It should be noted that subrecipients are not responsible for providing documentation for the initial environmental review of an activity, because they cannot assume the grantee's environmental responsibilities (24 CFR 570.503(b)(5)). However, actions that a subrecipient provides to the grantee in order for it to carry out these responsibilities and other actions the subrecipient takes to abate or address environmental findings must be documented.

5.2 File Organization and Maintenance

A subrecipient should structure its project/case files and other records to comply with the general requirements specified in the preceding section and to facilitate preparation of progress and other reports, including all submissions necessary for the grantee's input into the Integrated Disbursement and Information System (IDIS) and its Consolidated Annual Performance and Evaluation Report (CAPER).

In setting up (or reviewing the adequacy of) its record-keeping system, a subrecipient should use this handbook to develop a list of all the items for which it must maintain documentation on a case/project basis and/or an activity basis. For example, if a subrecipient is carrying out a housing rehabilitation program using private contractors, **each project case file** should contain appropriate records, including:

- The owner's application for assistance, including the address of the property.
- Household size and income documentation for the owner and other households in the structure (if a multi-unit building) and other information to determine program eligibility and the appropriate level of financial assistance (underwriting).
- Other demographic information on the anticipated and actual beneficiaries of the activity for this project/case.
- The work write-up on the property.
- Evidence of any required owner contribution or private loan match.
- The financial assistance agreement between the subrecipient and owner (specifying levels of assistance, intended uses for funds, matching requirements, general program requirements, repayment and recapture procedures, requirements for occupancy by low- and moderate-income households if rental property, etc.).
- Evidence of liens to secure loan.
- Documentation of contractor solicitation and selection.
- Documentation of rent affordability, where applicable.
- A copy of executed construction contract, with all necessary provisions.

- Documentation of compliance, as applicable, with historic preservation, flood insurance, lead-based paint, Davis-Bacon, relocation/anti-displacement, and other relevant program rules.

- Evidence of the subrecipient's periodic on-site inspection and sign-off on rehabilitation work, including final inspection.

- Copies of all change orders, with proper authorization.

- Records of disbursements made for completed and approved work. (In regard to this last item, a subrecipient must ensure that the data in its project files agree with its financial records.)

For each type of activity undertaken, a subrecipient in consultation with the grantee should determine the comparable data that must be maintained in the individual case files and establish a system for ensuring that every file contains the necessary information. Although the list will vary from activity to activity, each project or case file should include documentation of the **National Objective** being met, the **characteristics and location of beneficiaries,** the **eligibility of the activity,** the **compliance with special program requirements,** the **allowability of the costs,** and the **status of the case/project.**

A subrecipient must also devote attention to implementing an efficient method for compiling **cumulative data** on its activities **for inclusion in periodic reports** required by the grantee. The subrecipient should develop **logs for recording and totaling programmatic data** (by type of activity, for units of service, numbers of beneficiaries, etc.) as cases are initiated and as they progress to avoid searching through all of its individual case files to obtain aggregate statistics every time a progress report is due. The establishment of such logs at the commencement of a CDBG activity, based on the reporting requirements specified by the grantee (see S**ection 5.5** in the following section), can save a subrecipient considerable time and effort over the course of the activity.

With an automated reporting system, it is critical to structure the computer database to permit the collection and manipulation of all data elements (i.e., characteristics of projects and beneficiaries) necessary for the production of currently required reports and reports that may be desired in the future. This requires a careful appraisal of current and anticipated future operations and an assessment of the "interface" between the computer system and the individuals who will input the data and those who will use the generated reports.

5.3 Retention of Records

To avoid monitoring findings and facilitate audit reviews, subrecipients are required to retain their records for extended periods of time, even though an activity may be completed for some time:

- **For all subrecipients:** 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix) (A) and (B), as appropriate:

  In general, **records are to be retained for 4 years** from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer.

5.4 Access to Records

- Representatives of the grantee, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a subrecipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e))

- Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

5.5 Reporting Requirements

A subrecipient's reporting requirements must be specified by the grantee in the Subrecipient Agreement (24 CFR 570.503(b)(2)). These reporting requirements must be consistent with the provisions of 24 CFR 85.40(a) and (e) and 85.41 (c) and (d) for governmental subrecipients or 24 CFR 84.51(a) for non-profit subrecipients.

Although it has broad discretion over the type and frequency of reports, **a typical grantee is likely to request three kinds of reports** from its subrecipients: information on drawdown requests, regular progress reports, and CAPER data.

- As part of a subrecipient's periodic **drawdown requests,** all grantees should require the subrecipient to provide information on the financial status of the latter's operations, which should include (for each activity) the amount of:

    - Funds budgeted.
    - Funds received in drawdowns to date.
    - Funds obligated in most recent period and to date.
    - Funds expended in most recent period and to date.
    - Cash on hand (including program income identified as such).
    - Previous drawdowns requested but not yet received.

- Most grantees will also require regular **progress reports** from subrecipients. These reports generally will be required monthly or quarterly and will usually be designed to **track actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments** as specified in the project schedule and budget portions of the Subrecipient Agreement.

- In addition, grantees will need information from their subrecipients **in connection with the grantee's input to IDIS and for preparation of its CAPER,** which it must submit to HUD. Although for some grantees the information contained in the subrecipient progress reports may be sufficient to satisfy their CAPER needs, others may need to supplement these regular reports with requests to their subrecipients for special reports. In IDIS and in its CAPER, the grantee must provide the following information on each CDBG activity funded:

    - The activity's name, matrix code, description, and location.
    - The National Objective being met.
    - The amount expended during the program year.
    - The total cost of each multi-unit housing and 570.203(b) economic development activity.

- The amount of unliquidated obligations for each public service and planning and administration activity if CDBG funds are not disbursed during the 90 days after the end of the grantee's program year.

- Activity status and specific units of accomplishments, including compliance with the applicable National Objective, during each program year.

- For rehabilitation activities, the CAPER also requires information (organized separately for single-units and each multi-unit property) on:

  - Activity delivery costs expended in carrying out rehabilitation may be included as part of the cost of the rehab activity or may be reported as a separate activity.

  - Number of units proposed and completed.

  - Number of units in each multi-unit structure initially occupied by low- and moderate-income households following rehab.

  - For multi-unit properties, the amount proposed and expended from CDBG, other public, and private sources.

- The CAPER also requires data on:

  - The characteristics of beneficiaries of direct benefit activities (expressed in total households/persons assisted, number of extremely low-income, low- income, and moderate-income households/persons, and ethnic characteristics of beneficiaries).

  - The source and amount of program income received during the program year.

  - Number and total dollar amount of loans outstanding.

  - CDBG-acquired parcels of property to be sold.

  - Households displaced in connection with CDBG activities.

As mentioned in S**ection 5.2 in the preceding section**, a subrecipient should **carefully identify its complete CDBG reporting responsibilities as part of the process of designing its record-keeping system** for CDBG-funded activities.

A final area of reporting not discussed in this chapter concerns **annual audits.** This subject is addressed in detail in **Chapter 7.0.**

Exhibit 5–1: Record-Keeping Checklist for Tracking Activities

- This form should be initiated when grantee awards a subgrant to a subrecipient.
- The date at the top should indicate the last time the checklist was updated.
- This form should be updated after internal project review, after monitoring visits by the grantee, or when key documents are modified or received from/sent to the grantee.

Date Checklist Last Updated: _____

Documents to be Maintained	Document Source		Status		
	Source	Date	Complete?		Location
Project Application			Y	N	
☐ Original Application	☐Subrecipient	__	☐	☐	_
☐ Amendments to Application	☐Subrecipient/Grantee	__	☐	☐	_
☐ Approval of Amendments	☐Grantee	__	☐	☐	_
☐ Notice of Award	☐Grantee	__	☐	☐	_
☐ Correspondence	☐Subrecipient/Grantee	__	☐	☐	_
Pre-Award Documentation			Y	N	
☐ Articles of Incorporation/Bylaws	☐Subrecipient	__	☐	☐	_
☐ Non-profit Determination	☐Subrecipient	__	☐	☐	_
☐ List of Board of Directors	☐Subrecipient	__	☐	☐	_
☐ Authorization to Request Funds	☐Subrecipient	__	☐	☐	_
☐ Authorized Official	☐Subrecipient	__	☐	☐	_
☐ Organizational Chart	☐Subrecipient	__	☐	☐	_
☐ Résumés of Chief Admin. and Chief Fiscal Officers	☐Subrecipient	__	☐	☐	_
☐ Financial Statement and Audit	☐Subrecipient	__	☐	☐	_
☐ Conflict of Interest Statement	☐Subrecipient	__	☐	☐	_
☐ Plan for Compliance with National Objectives	☐Subrecipient	__	☐	☐	_
☐ Lobbying Statement	☐Subrecipient	__	☐	☐	_
Subrecipient Agreement			Y	N	
☐ Subgrant/Subaward Amount	☐Grantee	__	☐	☐	_
☐ Date of Subgrant/Subaward	☐Grantee	__	☐	☐	_
☐ Statement of Work	☐Subrecipient	__	☐	☐	_
☐ Budget by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Schedule by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Standard Provisions Included?	☐Grantee	__	☐	☐	_
☐ Amendments (Dates)	☐Grantee	__	☐	☐	_

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Financial Records				**Y**	**N**	
☐	Current Approved Budget	☐Subrecipient/Grantee	__	☐	☐	__
☐	Authorization Letter/Signatures	☐Subrecipient	__	☐	☐	__
☐	Financial Management Systems (accounting books, software, reporting systems)	☐Subrecipient	__	☐	☐	__
☐	Chart of Accounts	☐Subrecipient	__	☐	☐	__
☐	List of Source Documents to be Maintained	☐Subrecipient	__	☐	☐	__
☐	Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance)	☐Subrecipient	__	☐	☐	__
☐	Drawdown Request Forms	☐Subrecipient	__	☐	☐	__
☐	Drawdown Request Reports	☐Subrecipient	__	☐	☐	__
☐	Executed Contracts/Bid Docs	☐Subrecipient	__	☐	☐	__
☐	Board Minutes for Approval of Contracts or Bids	☐Subrecipient	__	☐	☐	__
☐	Copy of Most Recent Audit Report	☐Subrecipient	__	☐	☐	__
☐	Certification of Insurance Coverage/Bonding	☐Subrecipient	__	☐	☐	__
☐	CDBG Payroll Records	☐Subrecipient	__	☐	☐	__
☐	Certified Construction Payroll Records (Davis-Bacon applicable)	☐Subrecipient	__	☐	☐	__
☐	Approved Cost Allocation Plan	☐Subrecipient/Grantee	__	☐	☐	__
☐	Relevant Financial Correspondence	☐Subrecipient/Grantee	__	☐	☐	__
Project Monitoring and Control				**Y**	**N**	
☐	Completed Monitoring Reports	☐Grantee	__	☐	☐	__
☐	National Objectives Documentation	☐Subrecipient	__	☐	☐	__
☐	Eligible Activities Documentation	☐Subrecipient	__	☐	☐	__
☐	Activity Status Report (scope, cost, schedule/actual vs. agreement)	☐Subrecipient	__	☐	☐	__
☐	Drawdown Requests/Reports	☐Subrecipient	__	☐	☐	__
☐	Subrecipient Staffing	☐Subrecipient	__	☐	☐	__
☐	Meeting Minutes	☐Subrecipient	__	☐	☐	__
☐	Telephone Log/Notes	☐Subrecipient	__	☐	☐	__
☐	Correspondence	☐Subrecipient	__	☐	☐	__

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Regulatory Compliance File				Y	N	
☐	HUD Monitoring Results	☐HUD/Grantee	__	☐	☐	__
☐	Real Property Inventory, Management and Change of Use	☐Subrecipient	__	☐	☐	__
☐	Anti-discrimination, Fair Housing, EEO, ADA/504 Certifications	☐Subrecipient	__	☐	☐	__
☐	Procurement, Bonding, Insurance	☐Subrecipient	__	☐	☐	__
☐	Labor Standards	☐Subrecipient	__	☐	☐	__
☐	Acquisition, Displacement, Relocation, Replacement Housing	☐Subrecipient	__	☐	☐	__
☐	Environmental Review	☐Grantee	__	☐	☐	__
☐	Loan Status Reports (Economic Development, Rehabilitation)	☐Subrecipient/Grantee	__	☐	☐	__
☐	Administrative Activities	☐Subrecipient	__	☐	☐	__
☐	Flood Insurance Purchase	☐Subrecipient	__	☐	☐	__
Other Project/Activity Files				Y	N	
☐	Plans and Specs (rehabilitation, historic preservation)	☐Subrecipient	__	☐	☐	__
☐	Orientation and Training	☐Subrecipient	__	☐	☐	__
☐	Special Case Records	☐Subrecipient	__	☐	☐	__

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements

Review the following examples and indicate whether the approach being taken is adequate or inadequate. Where you feel the approach is "inadequate," explain why and what might be done differently.

1. John Smith, the program director for the CDBG-funded housing rehabilitation activities of Housing Alliance, Inc., worked diligently with his staff to ensure that every case file contained the information specified in the Subrecipient Agreement for necessary records. As a result, in preparing periodic progress reports, Mr. Smith was able to review each case file and be confident of finding all the data necessary to be included in the reports.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

2. Four years had passed since the submission of the grantee's final Consolidated Annual Performance and Evaluation Report detailing Family Support, Inc.'s counseling services. The independent public accountant (IPA) audit performed for Family Support for the time period in question had not included any findings or questioned costs relating to this project. Joanne White, the executive director of Family Support, Inc., consequently directed her staff to discard the records of this CDBG-funded activity.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

3. Delroy Blaise wanted his subrecipient agency to take advantage of the efficiencies of automated data processing for its record-keeping and reporting functions but did not have anybody on his staff with computer expertise. Therefore, he hired a computer consultant who assisted the agency in purchasing a microcomputer, wrote specific software for entering data and generating reports for all the information currently required by the grantee, and trained the staff in its use.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

The answers are on next page.

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements (continued) Answers to questions from preceding page

Each of the three cases on the previous page is an example of a situation where the subrecipient in all probability is in *technical compliance with the requirements* for record keeping and reporting but may not be taking sufficient action to maximize the efficiency of its operations or to avoid future problems.

1. Although John Smith has taken pains to ensure that his agency could provide the grantee with the required report data, the necessity of having to search through each case file each time a report is due might be not an efficient use of his agency's personnel resources.
   Mr. Smith's organization should also have developed summary sheets of the case files and chronological program logs with key characteristics, from which periodic aggregate tallies could be derived much more efficiently.

2. The 4-year retention rule for records might best be viewed as a *minimum.* It is always theoretically possible that an entity like the HUD Office of the Inspector General (OIG) or the General Accounting Office (GAO) may show up to perform an audit after the 4 years have elapsed and request access to such records in support of some questionable costs. Therefore, even after the 4 years, for your own protection, it is probably best to place the records in storage for a year or so rather than to discard or destroy them.

3. When automating record-keeping and reporting functions, a key consideration is **ongoing flexibility.** In this case, because the software was designed specifically for the *current* records/reporting requirements, if the data desired by either the subrecipient or the grantee changed, it is not clear whether the agency had the technical capacity to modify its computer system accordingly. The agency may have been better served if it had purchased a more "user friendly" generic software package that its own staff could learn to modify.

These examples have been included to remind the reader that the requirements contained in this handbook represent **minimum standards** for administrative, financial, and management systems. These minimums should not automatically become your maximums. Although HUD cannot *require* grantees and subrecipients to go beyond these regulatory standards, it is often in your agency's interest to strive for the "best management practice" possible, or to build an extra margin into your systems, in recognition of the fact that there will always be some unexpected demand on these systems or other problems that will arise over time.

CHAPTER 6.0: OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS

Federal regulations mandate that all CDBG-funded activities conducted by grantees and subrecipients must be ***eligible*** and must meet ***one of three National Objectives.*** These requirements form the regulatory backbone of the CDBG Entitlement program while leaving flexibility to localities to adapt the funding to their needs. There are, however, numerous other administrative and program requirements that govern your use of CDBG funds. Some of these fall into the area of prohibitions (for example, not using CDBG funds to conduct political activities). Others outline actions that ***must be taken*** (for example, taking positive steps to assure civil rights, equal opportunity, and fair housing protections).

You may find that, at any given time, some of these requirements do not directly affect your program or your activities. However, in the interest of ***preventing future problems,*** it is always a good idea to familiarize yourself with these sections of the CDBG regulations before you encounter situations where they apply. The consequence of ignorance is rarely bliss. For example, not observing the restrictions regarding lead-based paint, Davis-Bacon labor standards, or relocation requirements can result in very expensive outcomes for your program. By knowing the rules ahead of time, you will be prepared to avoid the problems and the costs of noncompliance and achieve your objectives with minimal difficulties.

This chapter provides an overview of 14 additional administrative and program requirements specified in Subparts J and K of 24 CFR Part 570 that apply to subrecipients as well as grantees. They are:

- Program Income (24 CFR 570.503 and 570.504).
- Programmatic and Budget Changes.
- Civil Rights and Fair Housing; Employment and Contracting Opportunities (24 CFR 570.601, 570.607 and 570.614).
- Labor Standards (24 CFR 570.603).
- Environmental Requirements (with respect to the use of funds, 24 CFR 570.604).
- Historic Preservation.
- National Flood Insurance Program (24 CFR 570.605).
- Floodplain Management (24 CFR Part 55).
- Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606).
- Lead-based Paint (24 CFR 570.608).

- Political Activity (24 CFR 570.207(a)(3)).
- Conflict of Interest (24 CFR 570.611).
- Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a)).
- Suspension and Termination (24 CFR 570.503 (b) (6), 24 CFR 85.43 and 44, and 24 CFR 84.62).

The purpose of this chapter is to outline the specific requirements and areas of responsibility contained in these sections of the CDBG program regulations. For a more complete explanation of the standards and procedures relevant to any particular requirement, you should refer to the regulations themselves, to the Executive Orders or laws cited, and to your written Agreement with the grantee.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Which of your agency's activities may involve or be affected by the 14 requirements summarized in this chapter.

2. Whether any of these requirements might require a change in the way you currently conduct your CDBG-assisted activities, and if so, how.

3. Ways you should adapt your procedures (e.g., through staff training or changes in systems) to comply with the regulations and ensure that none of these requirements will provide a barrier to fulfilling the objectives of your Subrecipient Agreement.

4. What sort of technical assistance might be helpful to you in understanding and implementing the requirements of Subparts J and K of the CDBG regulations.

6.1 **Program Income** (24 CFR 570.503(a), (b)(3) and (7), and 570.504)

- The term **"program income"** means any gross income received by the subrecipient that was directly generated from the use of CDBG funds (24 CFR 570.500(a)). This includes, but is not limited to:

    - Proceeds from the sale or long-term lease of **real property purchased or improved** with CDBG funds.

    - Proceeds from the disposition of **equipment purchased** with CDBG funds.

    - Gross income from the **use or rental of property acquired** by the grantee or subrecipient with CDBG funds, less the costs incidental to the generation of such income.

    - Gross income from the **use or rental of property owned by the grantee or subrecipient that was constructed or improved** with CDBG funds, less any costs incidental to the generation of such income.

    - Payments of **principal and interest on loans made** using CDBG funds.

    - Proceeds from the **sale of loans made** with CDBG funds.

    - Proceeds from the **sale of obligations secured by loans made** with CDBG funds.

    - **Interest earned on program income,** pending the disposition of such program income.

    - **Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income,** where such assessments are used to recover part or all of the CDBG portion of a public improvement.

  Program income does **not** include (except for funds in lump-sum drawdown accounts), the interest earned on cash advances from the grantee or funds held in a revolving loan fund account. Such interest must be returned to the grantee for remittance to HUD.

When income is generated by an activity that is only **partially** assisted with CDBG funds, the income must be prorated to reflect the percentage of CDBG funds used to determine the portion that is program income.

- The **written agreement** between the subrecipient and the grantee will specify whether any program income received by the subrecipient is to be **returned to the grantee or retained by the subrecipient for use in carrying out CDBG activities.**

- If the program income is to be retained by the subrecipient, the **written agreement will also specify what CDBG-eligible activities** the subrecipient may undertake with the program income.

- The receipt and expenditure of program income **must be recorded** by the subrecipient as part of its records of financial transactions.

- When a subrecipient retains program income, such income must be used for any authorized activity **before drawing down additional grant funds** from the grantee, except in the case of a revolving fund. In the case of **program income in a revolving fund**, the subrecipient must use the program income for the activity for which the revolving fund was established, **before** drawing down additional grant funds for that activity.

- **At the expiration of the Subrecipient Agreement,** any program income on hand or subsequently received by the subrecipient must **be returned to the grantee**.

6.2 Programmatic and Budget Changes

The Subrecipient Agreement and/or the grantee's written policies must specify when prior approval of the grantee is necessary for a programmatic or budget change relative to the subrecipient's CDBG-funded activities. For example, prior approval and/or a written amendment to the Agreement usually will be necessary when any of the following are anticipated:

- A revision to the scope or objectives of the CDBG activities, including purpose, location, or beneficiaries.

- The need to extend the period of availability of funds.

- Changes in key personnel when specified in the application package or grant award.

- In non-construction projects, when contracting out a portion of the activity to a third party, unless specified in the application.

- A revision that would result in the need for additional funding.

- Cumulative transfers among direct cost categories or, if applicable, among separately budgeted activities or projects which exceed 10 percent (unless this requirement is waived by the grantee).

- Expenditures on items for which the applicable cost principles (OMB Circulars A-87 and A-122) require prior approval, see 570.200(h) for pre-award/pre-agreement costs.

6.3 Civil Rights and Fair Housing; Employment and Contracting Opportunities

(24 CFR 570.601-602, 570.607)

The Subrecipient Agreement must require the subrecipient to administer its CDBG funds in compliance with the following Federal laws and Executive Orders, and implementing regulations:

- **Title VI of the Civil Rights Act of 1964 (Public Law 88-352 implemented in 24 CFR Part 1):** This law states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- **Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234):** The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

- **Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107):** This order and its implementing regulations require HUD to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of residential property assisted with Federal loans, advances, grants, or contributions.

Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*.): This law provides that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

- **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*., particularly 42 U.S.C. 6101 *et. seq*., and 29 U.S.C. 794):** This law mandates that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.

- **Section 3 of the Housing and Community Development Act of 1968** (12 U.S.C. 1701u): This section implemented at 24 CFR Part 135 requires that, to the greatest extent feasible, a subrecipient must:

    - 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 residents 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.

    - 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 are given 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 which 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.

- **Section 504 of the Rehabilitation Act of 1973, as amended (implemented at 24 CFR Part 135):** This section specifies that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

- **The Americans with Disabilities Act (ADA) of 1990:** This law prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

- **The Age Discrimination Act of 1975, as amended:** This law provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance.

- **Executive Order 11246 (as amended by Executive Orders 11375 and 12086) — Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts:** This order requires that grantees and subrecipients and their contractors and subcontractors agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- **The Architectural Barriers Act of 1968:** The Architectural Barriers Act (ABA) of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards.

6.4 **Labor Standards** (24 CFR 570.603)

- **All laborers and mechanics** employed by contractors or subcontractors on **construction work** in excess of $2,000 and financed in whole or in part with CDBG funds must be paid **"prevailing wages"** that have been determined in accordance with the **Davis-Bacon Act** as amended (40 U.S.C. 276a–276a-5). The Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) also applies to such activities.

- **These labor standards shall apply only to the rehabilitation of residential property if the property contains not less than eight (8) units.**

  Subrecipients are strongly encouraged to consult closely with their grantee during the planning of any construction or rehabilitation projects to assure that all the requisite labor standards will be properly observed. Grantees and subrecipients should pay particular attention to the technical complexities entailed in:

  - Determining whether a project might be subject to Davis-Bacon requirements.
  - Obtaining the appropriate prevailing wage rates and inserting the wage determination and the appropriate labor standards provisions in the contract.
  - Requesting additional wage rate classifications that may not appear on a wage decision.
  - Conducting an adequate pre-construction conference.
  - Monitoring the work-site and contractor/subcontractor payrolls to document compliance with these requirements, including on-site employee wage interviews.

6.5 **Environment Requirements** (24 CFR 570.604)

In their use of CDBG funds, grantees are required to assume responsibility for **environmental review, decision making, and other action** that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly **prohibit subrecipients from assuming the grantee's environmental responsibilities** (see 24 CFR 570.503(b)(5)(i)).

However, under the applicable regulations for any project receiving CDBG assistance, **no party involved with the project, including subrecipients, may commit funds to the project, including incurring project costs, until the grantee completes the appropriate**

environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, **the grantee must first make a formal determination that the activity(ies) is exempt. (**The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

6.6 Historic Preservation

Subrecipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a subrecipient should receive assurances from the grantee that the grantee is in compliance with the Act.

Part of the grantee responsibility requires it to consult with the State Historic Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3) involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic.

If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

6.7 National Flood Insurance Program (24 CFR 570.605)

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. *Note that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).*

6.8 Floodplain Management

Subrecipients should select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order

11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

Note that the guidance relating to environmental requirements is available on the HUD Web site at: http://www.hud.gov/offices/cpd/environment/index.cfm.

6.9 Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606 (b) and (c))

A subrecipient must comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 24 CFR 570.606(b), and 49 CFR Part 24; and (2) the requirements of 24 CFR 570.606(c) and 24 CFR Part 42 governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under Section 104(d) of the HCD Act.

Under the URA and the Plan, the subrecipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. (Failure to issue timely notices may result in unnecessary expenses.)

The Plan also requires the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

Real property acquisition requirements are described in 49 CFR 24, Subpart B.

6.10 Lead-Based Paint (24 CFR 570.608 and Part 35)

CDBG-funded activities, such as the acquisition, construction, or rehabilitation of residential structures, may not use lead-based paint.

Certain requirements apply to the use of CDBG funds for the rehabilitation of a residential property that was constructed before 1978. At a minimum, grantees are required to: (a) notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards; (b) paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made; (c) provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-

approved equivalent; (d) reduce lead hazards as required by the applicable subparts of Part 35; and (e) perform clearance testing, including dust testing, before reoccupancy after all but minimal ("de minimis") amounts of paint disturbances. (See in the following section for details.)

The CDBG regulation at 24 CFR 570.608 states that the following subparts of Part 35 apply to the use of CDBG funds in pre-1978 housing:

- A - (Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property),
- B - (General Lead-Based Paint Requirements and Definitions for All Programs),
- J - (Rehabilitation),
- K - (Acquisition, Leasing, Support Services, or Operation), and
- R - (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities).

Part 35, Subpart A, is called the Lead Disclosure Rule; and Part 35, Subparts B through R, are called the Lead Safe Housing Rule.

Certain properties are exempt from the requirements of the Lead Safe Housing Rule. They include:

- Housing built on or after January 1, 1978;
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks;
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 resides or is expected to reside there;
- Units that have been found to be free of lead-based paint by a certified lead-based paint inspector;
- Units where all lead-based paint has been removed;
- Unoccupied housing that will remain vacant until it is demolished;
- Non-residential portions of mixed-use buildings, except that spaces serving both residential and non-residential uses are covered by the rule;
- Units that are to be rehabilitated without disturbing a painted surface; and
- Units that are subject to emergency repair action needed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage;

For properties that are covered by the Lead Safe Housing Rule, the lead-based paint requirements for rehabilitation depend on the amount of Federal rehabilitation assistance provided. The amount of Federal rehabilitation assistance is the average per unit amount of Federal funds for the hard costs of rehabilitation, excluding lead-based paint hazard evaluation and hazard reduction activities. In calculating this assistance amount, you must consider both the total amount of Federal assistance to be used (including CDBG and other funds) and the hard costs of rehabilitation (including Federal and non-Federal funds). Whenever these two amounts

are not the same, the smaller of the two determines the type and level of lead-based paint requirement. For a structure with more than one dwelling unit, the thresholds are applied against the average amount of Federal assistance per unit or the average hard cost of rehabilitation per unit, whichever is lower.

The following is a general overview of the requirements based on dollar thresholds per year per assisted housing unit:

- **Up to and including $5,000**—notice, provision of pamphlet, paint testing of surfaces to be disturbed or presumption of lead-based paint, safe work practices as part of rehabilitation (except for minimal amounts of paint disturbances), repair any paint that is disturbed, and clearance after the work and before reoccupancy.

- **$5,001–$25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment to identify lead-based paint hazards, interim control or standard treatment of lead-based paint hazards, and clearance.

- **Over $25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment, abatement of lead-based paint hazards, ongoing lead-based paint maintenance, and clearance.

- **Minimal ("de minimis") amounts**—Safe work practices and clearance are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: 20 square feet on exterior surfaces; 2 square feet in any one interior room or space, or 10 percent of the total surface area on an interior or exterior type of component type with a small surface area (e.g., window sills, baseboards, and trim).

- **Pamphlet**—The Protect Your Family From Lead in Your Home pamphlet can be downloaded in English and Spanish from www.hud.gov/offices/lead or www.epa.gov/lead, and single paper copies can be obtained from the National Lead Information Clearinghouse at 1-800-424-LEAD. Persons with hearing or speech impediments may access this telephone number via TTY by calling the toll-free Federal Information Relay Service at 1-800-877-8339.

The in the preceding section description is intended to provide basic information on lead-based paint requirements. Consult the applicable portions of 24 CFR Part 35 (see www.hud.gov/offices/lead) and/or contact the HUD field office for greater detail if you are carrying out an activity subject to these requirements.

6.11 **Political Activity** (24 CFR 570.207(a)(3))

A subrecipient is prohibited from using CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold meetings, candidate forums, or voter registration, provided that all parties and organizations have access to the facility on an equal basis and are assessed equal rent or use charges, if any.

6.12 **Conflict of Interest** (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients, is the procurement regulations located at 24 CFR 84.42 and 85.36. (See 24 CFR 570.611(a)(1).) The second set of provisions is located at 24 CFR 570.611(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the subrecipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
    - an employee, officer, or agent of the subrecipient;
    - any member of an employee's, officer's, or agent's immediate family;
    - an employee's, agent's, or officer's partner; or
    - an organization which employs or is about to employ any of the in the preceding section.
- Require that employees, agents, and officers of the subrecipient neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to subagreements. However, subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- Provide for disciplinary actions to be applied for any violations of such standards by employees, agents, or officers of the subrecipient.

With respect to all other CDBG-assisted activities, the general standard is that no employee, agent, or officer of the subrecipient, who exercises decision-making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds of the activities. Specific provisions include that:

- This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, a designated public agency, or a subrecipient, and to their immediate family members, and business partner(s).

- The requirement applies for such persons during their tenure and for a period of 1 year after leaving the grantee or subrecipient organization.

- Upon written request, exceptions may be granted by HUD on a case-by-case basis, after consideration of the cumulative effect of various factors listed at 24 CFR 570.611(d), and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

6.13 Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a))

A grantee is responsible for ensuring that all CDBG funds under its oversight are used in accordance with all program requirements, and for determining the adequacy of its subrecipients' performance. Accordingly, **the grantee is empowered to make site visits and review program files as necessary to fulfill these responsibilities.**

6.14 Suspension and Termination (24 CFR 570.503(b)(6))

When problems arise in the performance of a subrecipient, the grantee is responsible for taking appropriate actions **for correcting these deficiencies,** including suspending or terminating **the CDBG activities being carried out by the subrecipient (24 CFR 570.501(b)).**

Consistent with 24 CFR 570.503(b)(6), the **written agreement** between the grantee and the subrecipient must specify that suspension or termination may occur if the subrecipient materially fails to comply with any term of the CDBG award, and that the agreement may also be terminated for convenience (also see 24 CFR 85.43–85.44 and 84.62).

Exercise for Chapter 6.0 — Other Administrative and Program Requirements Circle t

he Correct Answer

1. Available program income must be used by the subrecipient before requesting additional grant funds from the grantee.

TRUE FALSE

2. Program income must be used by the subrecipient for the same CDBG-funded activity that generated it.

TRUE FALSE

3. Amendments to the Subrecipient Agreement are only necessary if the amount of the CDBG funding or the period in which it will be available is to be changed.

TRUE FALSE

4. Regardless of the National Objective being addressed by a CDBG-funded public construction activity, in carrying out that activity, a subrecipient must ensure that to the greatest extent feasible, jobs are made available to local low- and moderate-income persons.

TRUE FALSE

5. Davis-Bacon "prevailing wage" standards apply to all CDBG-funded construction or rehabilitation projects.

TRUE FALSE

6. Subrecipients are required to perform an environmental review before incurring any program expenses in connection with a CDBG-funded activity.

TRUE FALSE

7. In areas identified by FEMA as having special flood hazards, the National Flood Insurance requirements apply only to CDBG-funded new construction projects.

TRUE FALSE

8. The "one-for-one replacement" rule for low/moderate-income dwelling units that are demolished as a result of a CDBG-funded project only applies if the unit was occupied at the time that the CDBG project was initiated.

TRUE FALSE

9. In a structure to be rehabilitated that has historic significance and is found to contain lead paint, the lead-based paint abatement requirements take precedence over the historic preservation requirements.

TRUE FALSE

10. If a contractor, who sits on the board of directors of a non-profit subrecipient, offers to donate his time to perform rehabilitation on the subrecipient's homeless shelter, there is no conflict of interest if the contractor is only reimbursed for the cost of materials.

TRUE FALSE

11. A grantee may only perform an on-site monitoring at a time convenient to the subrecipient, and during that monitoring the grantee does not have a right to inspect individual client files.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 6.0 — Other Administrative and Program Requirements (continued)

Answers to questions from preceding pages

1. ***TRUE***. According to 24 CPR 570.504(b)(2), program income on hand must be used before drawing down additional grant funds, **except** in the instance of program income in a revolving fund, in which case the subrecipient must use the program income for the activity for which the revolving fund was established before drawing down additional funds for that same activity.

2. ***FALSE.*** The Subrecipient Agreement must specify whether the subrecipient will be allowed to retain program income (24 CFR 570.504(c)). The Agreement should also specify the CDBG activities for which this program income may be used, which do not have to be the same activities that generated it. For example, the Agreement could specify that program income generated from repayment of economic development loans to for-profit businesses is to be used subsequently for housing rehabilitation loans. On the other hand, the grantee could authorize the subrecipient to keep the income in a revolving fund, in which case it would have to be used for making other economic development loans.

3. ***FALSE***. In addition to changes to the total funding and period of performance, there are a variety of other circumstances under which a formal amendment to the Agreement should be executed. For example, a formal amendment should be made if additional activities are added to the scope of work, funds are substantially re-budgeted among activities, or the performance objectives for a particular activity are modified. Although sometimes incorrectly dismissed as a mere formality, written amendments serve to protect both the grantee and the subrecipient by making explicitly clear what the current expectations and legal responsibilities are for each party to the agreement.

4. ***TRUE.*** A requirement of Section 3 of the Housing and Community Development Act of 1974, as amended, states that it is the responsibility of grantees and subrecipients to make every reasonable effort to ensure that such employment opportunities are created for low- and moderate-income persons within the area.

5. ***FALSE.*** In general, Davis-Bacon "prevailing wage" standards apply only to construction contracts in excess of $2,000 for construction work financed in whole or in part with CDBG assistance. For rehabilitation or new construction of residential properties, a CDBG-financed project is only subject to Davis-Bacon requirements if the property includes eight (8) or more units.

6. ***FALSE.*** Although a subrecipient is not allowed to incur program expenses for a CDBG project before the receipt of environmental clearance, it is the *grantee* that has the responsibility of completing the environmental review, *not* the subrecipient.

7. ***FALSE.*** The National Flood Insurance Program requirements apply to *any CDBG-funded acquisition or construction project (including rehabilitation)* in a community that has had notice from FEMA for more than a year that the project area has special flood hazards.

8. ***FALSE.*** The "one-for-one replacement" requirement applies if the low/moderate-income unit had been *occupiable* and not just if it was actually occupied.

9. ***FALSE.*** Both the lead-based paint abatement and the historic preservation requirements must be satisfied. If the subrecipient cannot comply with both sets of requirements with the available funding, then it cannot assist the unit.

10. ***FALSE.*** Even if the contractor only receives reimbursement for materials "at cost," the contractor will be considered to have a "financial interest" and therefore a conflict would exist. However, the grantee could request that HUD provide an exception in accordance with § 570.611(d) in this type of instance, where the contractor's interest does not include payment for his or her services.

11. ***FALSE.*** In its efforts to fulfill its oversight responsibilities, a grantee is given broad discretion in the establishment of schedules for on-site visits and for examining any program records that it deems necessary for monitoring compliance with CDBG requirements. However, it is good practice to consider the subrecipient's situation when scheduling such a visit, so as not to create too much of an inconvenience.

CHAPTER 7.0: AUDITS

Even if your agency had its own internal sources of funds, you would still want to have some independent review of your financial and program results to let you know whether you were making adequate progress toward your goals and objectives, and that you were not wasting funds. GAO has stated that you, as a subrecipient of the CDBG Entitlement program, share a joint responsibility with your grantee to ensure that Federal program resources are applied "efficiently, economically and effectively to achieve the purposes for which the resources were furnished."[1] The financial and performance audits discussed in this chapter are designed to assure that grantees and subrecipient agencies meet this mutual responsibility and are accountable to the public. In particular:

1. ***Financial audits*** are designed to provide an independent opinion on whether your agency's financial statements present in a fair manner actual operating results in accordance with accepted standards, and whether your agency has complied with specific financial requirements in terms of systems and procedures.

2. ***Performance audits*** provide an independent point of view on the extent to which your agency has faithfully, efficiently and effectively carried out its operations, and achieved the intended results or benefits of its programs.

In general, a formal IPA audit sits at the third rung of a four-rung examination ladder. The first rung corresponds to your own internal bookkeeping systems and procedures that enable you to compile operating results for a given period of time and give you a chance to compare your agency's financial and program results for that period, as a whole, to your goals and objectives. The second rung corresponds to an outside accountant's compilation and review of your operating data for a given period. However, at this level, the review is still informal and may not result in the accountant's formal opinion as to the reliability and accuracy of the results.

The third level of examination, discussed in this chapter, corresponds to the formal IPA audit that must be performed anytime your agency expends $500,000 or more in Federal funds in a year. Its primary goal is to determine whether your agency has adequate systems in place to assure that:

- Goals and objectives are met.

- Resources are safeguarded.

[1] U.S. General Accounting Office, Government Accounting Standards (U.S. Government Printing Office: Washington, D.C., 1988) pp. 1-4.

- Laws and regulations are followed.

- Reliable data are obtained, maintained, and accurately disclosed.

This level of review should always result in a formal opinion of the accuracy and reliability of the data presented as expressed in a management letter.

The fourth level of audit corresponds to detailed evaluations by the GAO or HUD's OIG that are designed to improve the productivity of Federal agencies and programs by identifying and correcting poor management practices among these agencies and their grantees and subrecipients. These types of audits are not discussed in detail here, but, if you are interested, your grantee or local HUD office should be able to provide you with information on GAO and OIG procedures and standards.

This chapter summarizes Federal requirements for IPA audits of subrecipients subject to the provisions of the Single Audit Act. It discusses general audit requirements, internal control and compliance reviews, audit reports, auditor selection and procurement, audit costs, and audit review and resolution procedures. The intent is not only to summarize the procedures necessary to comply with Federal requirements, but also to show that an IPA audit gives you an excellent opportunity to measure the strengths and weaknesses of your program so you can improve your performance.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. *What kind of audit* your agency is required to perform, and whether multiple funding sources are involved (Federal, non-Federal).

2. Based on prior financial reviews or audits, whether you feel your agency has *sufficient control* over its financial situation and its CDBG-related activities.

3. Whether there are any particular *financial or program concerns* you feel should be addressed as part of your next audit.

4. What *files, records, or procedures should be organized and updated* before your next audit, so that the auditor might be more efficient in collecting and organizing the data and giving you important feedback on financial and program results.

7.1 General Audit Requirements

Subrecipients that expend $500,000 or more in total Federal financial assistance [4] in a year are responsible for obtaining **an independent audit** in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 and 85.26. The computation of the total of such assistance includes all Federal funds received by the entire entity, and not just the department or division receiving the CDBG funding. For purposes of determining the amount of Federal assistance expended, all Federal assistance shall be considered, including that which is received directly from a Federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.

If a subrecipient expends **less than $500,000 per year** in Federal financial assistance, it is exempt from Federal audit requirements. However, the subrecipient must still have records available for review by HUD, the grantee, or GAO, and there also may be separate state or local laws prescribing additional audit requirements.

If a subrecipient has expended more than $500,000 in a year under *only one Federal program*, the auditee may elect to have a program-specific audit conducted in lieu of a single audit. ***(A single audit is an audit that includes both the entity's financial statements and the Federal funds it has expended.)*** If the subrecipient elects this option, the auditor(s) will perform the compliance testing for the individual grant program in accordance with OMB Circular 133, Subpart B—Audits §_ .235 Program-specific audits.

If a subrecipient in turn provides $500,000 or more of its Federal financial assistance in a year **to another subrecipient**, the providing subrecipient must ensure that this second subrecipient has complied with the relevant audit requirements and applicable laws and regulations. It must also issue a management decision on audit findings within 6 months after receipt of the audit report and ensure that the subrecipient takes appropriate and timely corrective action (see OMB Circular A-133, Subpart D, §_ .400 Responsibilities, paragraph [d]).

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[4] "Federal financial assistance" means assistance provided directly by a Federal agency to a recipient or a subrecipient or through a recipient to a subrecipient to carry out a program or activity. Such assistance may be in the form of:

- Grants.
- Loans.
- Contracts.
- Cooperative agreements.
- Loan guarantees.
- Property.
- Interest subsidies.
- Insurance.
- Direct appropriations.
- Other non-cash assistance.

Subrecipients will be responsible for providing the auditor with a summary schedule of any prior audit findings, whether corrective action was taken, and the status of corrective actions not yet completed.

7.2 Internal Control and Compliance Review

The Single Audit Act requires, among other things, that the independent auditor determine and report on whether the organization or governmental entity has **internal control systems** to provide reasonable assurance that it is managing its Federal assistance programs in compliance with applicable laws and regulations. (See also OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (c).) The auditor will perform tests of these controls to evaluate the effectiveness of the design and operation of the policies and procedures in preventing or detecting material noncompliance.

The auditor will also conduct **compliance testing.** (OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (d).) For the CDBG program, the auditor will examine a sample of transactions to determine whether:

- The amounts reported by the subrecipient as expenditures were for allowable services, and the records show that those who received benefits or services were eligible to receive them.

- Applicable limitations (such as ceilings on administrative costs, or funding for public services, as well as allocations for activities to principally benefit low- and moderate- income individuals) were met.

- The subrecipient's financial reports and claims for advances and reimbursements contain information that is supported by the books and records from which the basic financial statements have been prepared.

- Program income received was properly recorded and used before drawing additional grant funds.

- The expenses claimed by the subrecipient are in accordance with the applicable cost principles and uniform administrative requirements.

7.3 Audit Reports

Following the completion of the audit, an audit report must be prepared. (See OMB Circular 133, Subpart E--Auditors, §__.505 Audit reporting.) The audit report must contain at least the following (assuming that it is a single audit as opposed to a program-specific audit):

- **An opinion as to whether the subrecipient's financial statements** are presented fairly in all material respects, and **an opinion as to whether the schedule of expenditures of Federal awards** is presented fairly in relation to the financial statements taken as a whole.

- **A report on the subrecipient's internal control related to the financial statements and major programs.** The report would be expected to identify the significant internal accounting controls and those controls designed to provide reasonable assurance that Federal programs are being managed in compliance with applicable laws and regulations.

- **A report on compliance containing:** an opinion as to whether each major Federal program was being administered in compliance with applicable laws and regulations; a statement of positive assurance for those items tested; negative assurance for those items not tested; a summary of all instances of noncompliance; and, identification of total amounts questioned.

- **A schedule of findings and questioned costs,** where applicable.

The audit must generally be completed within 9 months after the end of the audit period and the report submitted within 30 days of receipt of the auditor's report(s). The subrecipient shall submit to the Federal clearinghouse designated by OMB the data collection form used in the audit along with a copy of the reporting package. It shall also submit a copy of the reporting package to HUD and the grantee.

A subrecipient should maintain copies of audit reports on file for a minimum of 4 years from the date of their issuance. Similarly, the subrecipient should ensure that its auditor maintains copies of the audit work papers for a minimum of 4 years from the date of the report issuance. If there remain unresolved audit issues at the end of this 4-year period, the subrecipient should notify the auditor in writing to extend the retention period.

7.4 Auditor Selection/Procurement

In arranging for audit services, subrecipients must follow the procurement requirements found in 24 CFR 85.36 or 24 CFR 84.41-48, as applicable. Small audit firms and audit firms owned and controlled by minorities or women must have the maximum practicable opportunity to participate in audit contracts.[5]

[5] See OMB Circular A-133, §__.305.

In requesting proposals for audit services, the objectives and scope of the audit should be made clear. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control review, and price.

7.5 Audit Costs

The costs of audits made in accordance with the applicable regulations are allowable charges to Federal assistance programs. These charges can be treated as either a direct cost or an allocated indirect cost. In regard to the latter, the percentage of costs generally charged to Federal assistance programs for a single organization wide audit should not exceed the percentage that the subrecipient's Federal funds represent of total funds expended by the entity during the applicable year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual costs.

7.6 Audit Review and Resolution

As noted in the preceding section, the reports from any independent audits must be forwarded by the subrecipient to the grantee (in its role as the entity providing the funds), who will review all such reports to determine whether they meet all relevant standards and are acceptable.

A subrecipient must establish a system to ensure a ***timely and appropriate resolution*** to audit findings and recommendations. This system must address both independent audits performed relative to the Single Audit Act and audits completed on the subrecipient's operations by the HUD OIG, GAO , or other governmental bodies.

A subrecipient's first step in the resolution of an audit is the preparation of its "Management's Response" to the findings and recommendations contained in the audit report. In its response, the subrecipient should provide:

For findings/recommendations with which the subrecipient agrees:

- Information on the actions it has taken (or plans to take) to correct the specified noncompliance or financial system deficiencies.

For findings/recommendations with which the subrecipient does not agree:

- The basis (including relevant documentation) for the subrecipient's belief that an audit finding or recommendation is inaccurate or inappropriate.

Typically, the Management Response is due within 30 days from the subrecipient's receipt of an audit report. If, in its Management Response, the subrecipient disagreed with any of the audit findings or recommendations, the grantee will re-examine the points in question to determine whether any revisions to the report's findings/recommendations are warranted. It will then issue a Management Decision concerning the finding or recommendation.

For those audit findings and recommendations with which the subrecipient agrees, and for any disputed findings or recommendations in which the subrecipient's challenge is not upheld (in the grantee's management decision), the next step in the resolution process is the implementation of procedures to prevent the deficient conditions from re-occurring. In general, action to correct findings or to implement recommendations must be completed within 1 year of the issuance of the audit report. The grantee may perform a site visit or require documentation that the corrective action procedures have been implemented, or may require the subrecipient's independent auditor to report whether the subrecipient has implemented the prior year's corrective action and/or recommendations.

A **"repeat finding"** (a deficiency or area of noncompliance which appears in more than one successive audit for a subrecipient) will be viewed very seriously by a grantee and can often result in special conditions being attached to the subrecipient's CDBG funding or other sanctions.

Occasionally, the findings from an audit will result in **"questioned costs."** A subrecipient's costs associated with its CDBG funding may be questioned for the following reasons:

- There is inadequate documentation to support the expenditure or the amount of cost charged to the grant.

- The expenditure does not appear to be related to the grant project.

- The cost was incurred outside the effective period of the Subrecipient Agreement or was a program expense incurred by the subrecipient before environmental review clearance was achieved.

- The expense is unallowable under the program regulations and applicable cost principles.

- The cost required the prior approval of the grantee, and no prior approval was obtained.

To resolve a questioned cost, the subrecipient must:

- Provide the missing documentation to support the expenditure and amount.

- Offer detailed explanation of how the cost relates to the grant program.

- Seek retroactive approval for an expense that required prior approval (which the grantee may or may not give).

If a subrecipient is not able to resolve a questioned cost to the satisfaction of the auditor and/or grantee, the expense will be **disallowed.** A disallowed expense for which Federal funds were originally used must be reimbursed from non-CDBG/non-Federal funds. On occasion, such reimbursements can be repaid on a payment schedule negotiated with the grantee or the other relevant officials (e.g., HUD/OIG representatives).

Exercise for Chapter 7.0 — Audits Circle t

he Correct Answer

1. A non-profit subrecipient that has expended $35,000 in Federal financial assistance in a year from multiple Federal programs must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for each Federal award.

   (c) Either (a) or (b).

   (d) No audit is required.

2. A non-profit subrecipient that has expended a total of $550,000 in Federal financial assistance in a single year, but only from one Federal program, must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for the Federal award.

   (c) Either (a) or (b).

3. Which of the following are necessary components of a financial audit report under the Single Audit Act?

   (a) An organizational chart or description of the entity's organizational structure.

   (b) Financial statements and schedule of Federal assistance.

   (c) An inventory of non-disposable property.

   (d) An itemization of personnel positions and salaries.

   (e) An evaluation of internal control systems.

   (f) A report on compliance.

   (g) An assessment of the entity's efficiency and effectiveness in its operation of the Federal program(s).

4. A subrecipient may procure independent audit services from any source of its choosing.

TRUE FALSE

5. Cost considerations must be the dominant factor in the selection of auditors.

TRUE FALSE

6. Since the Single Audit Act mandates a single audit for non-profit subrecipients that expend a total of $500,000 or more in a single year from multiple Federal programs, the non-profit can charge the full cost of the audit to those Federal programs.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 7.0 — Audits (continued) Answers to questions from preceding pages

1. "(d)." No audit is required because the subrecipient expended less than the $500,000 in total Federal assistance that triggers the requirement for an audit.

2. The subrecipient may have either type of audit. 3.

   "(b)," "(e)," and "(f)."

4. ***FALSE.*** Subrecipients must follow procurement rules in either the Federal Acquisition Regulation or in 24 CFR Parts 84 and 85, as applicable.

5. ***FALSE.*** Cost should only be a selection factor when the other selection criteria such as the qualifications and independence of the firms being considered have been met.

6. ***TRUE.*** Since the audit is a mandated Federal requirement, the Federal programs can pay the full cost of the audit.

CHAPTER 8.0: CLOSEOUT

It would be nice if the closeout process for completing your activities under a Subrecipient Agreement were as simple as closing out a bank account or making a final payment on a mortgage. Unfortunately, closeout procedures can be somewhat drawn out, depending on the complexity of the activities undertaken and the nature of any contingent assets or liabilities which may survive the completion of your CDBG-funded activities.

What this means is that your agency may remain "on the hook" (i.e., responsible) despite having completed all requirements under its Agreement and despite having paid/received all accounts due. ***The key to closing out your activities effectively is "clarity."*** Clarity can only be achieved if you have carefully and fully documented all of your financial and program activities up to the point of closeout. The weaker your documentation, or the more complicated your program, or the longer time that has elapsed over the life of the Agreement, the more difficult it may be to achieve a resolution of closeout issues to the satisfaction of both your agency and the grantee.

This chapter is designed to help you understand the closeout process with respect to:

- General issues that must be addressed.
- Specific closeout procedures typically undertaken by subrecipients.
- Adjustments made to account for final costs, cash, and other asset balances.
- Continuing subrecipient responsibilities mandated by Federal regulations.

By knowing these ahead of time, you can *take appropriate steps now* to assure that you and the grantee are fully aware of the likely issues to be addressed during the settlement process. You can also clear up any documentation problems that may hinder your ability to finalize activities and deliverables under your Subrecipient Agreement.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether any of your CDBG-funded activities may be ready to closeout, and what their status is.

2. Whether your financial and progress reports are up-to-date and accurately reflect the completion of your work under the Agreement.

3. Whether there are any outstanding monitoring issues (findings or concerns) that have not been resolved to the satisfaction of the grantee.

8.1 Overview

The closeout of a Subrecipient Agreement is the process by which the grantee determines that all required work under the Agreement has been completed. This means that all financial, administrative, and performance issues related to the activities undertaken by the subrecipient have been resolved to the satisfaction of both the grantee and the subrecipient.

The Federal regulations applicable to the CDBG program include few specific requirements relative to the closeout of subrecipient projects. The lack of specific Federal requirements means that there will be some variation in closeout procedures among communities. Nonetheless, many grantees, through the incorporation of appropriate language in their Subrecipient Agreements, require their subrecipients to follow closeout procedures that are similar to the ones that the grantees themselves must follow pursuant to 24 CFR 570.509. The following section describes the general process detailed in 24 CFR 570.509 that is often used by grantees as a standard for the closeout of subrecipients.

8.2 Closeout Procedures

A grantee will usually initiate closeout procedures relative to a subrecipient when:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the grantee has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the grantee usually will require the subrecipient to provide final versions of all financial, performance, and other reports that were a condition of the award. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income).
- A final request for payment.

- A final inventory of property in the subrecipient's possession that was acquired or improved with CDBG funds.

Although an alternate deadline may be established by the grantee, frequently these reports are due within 90 days of the expiration/termination of the Subrecipient Agreement or notification by the grantee. The grantee generally will also require the subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report.

Based on the information provided by the subrecipient in these final reports and other relevant information, the grantee may execute a closeout agreement with the subrecipient that specifies:

- Any closeout costs or contingent liabilities subject to payment with CDBG funds after the closeout agreement is signed.

- The amount of any unused CDBG funds (see Section 8.3 regarding the disposition of these funds).

- The subrecipient's responsibilities after closeout (see Section 8.4).

- Other provisions appropriate to any special circumstances.

8.3 Cost and Cash Adjustments (24 CFR 570.503(b)(7))

Upon receipt by the grantee of the reports referred to in Section 8.2 in the preceding section, the grantee will make upward or downward adjustments to the subrecipient's allowable costs. The grantee should make prompt payment to the subrecipient for any outstanding allowable reimbursable costs.

Pursuant to 24 CFR 570.503(b)(7), the Subrecipient Agreement must specify that any grant funds that are remaining in the subrecipient's possession at the expiration or termination of the agreement must be refunded immediately to the grantee. Similarly, any accounts receivable must be transferred to the grantee.

According to 24 CFR 85.52 (which specifically applies to subrecipients that are governmental entities), any funds paid to the subrecipient in excess of the amount to which the subrecipient is finally determined to be entitled under the CDBG program constitutes a debt to the Federal Government. If not paid by the subrecipient within a reasonable period of time, a grantee may reduce this debt by making an offset against other requests for reimbursement from the subrecipient by withholding advance payments or by other action permitted by law.

8.4 Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

Exercise for Chapter 8.0 — Closeout Circle

the Correct Answer

1. On the date that its Subrecipient Agreement with the Midtown Community Development Agency expired, the non-profit Family Services Organization submitted final performance, financial status, and inventory reports, and a final request for payment. Once the final payment is received from the grantee, can this subrecipient consider itself "closed-out"?

YES NO

2. Although its CDBG-funded $500,000 housing rehabilitation effort over the last year had not yet been audited, when the funds were fully expended and assisted units completed, the Mica City Housing Authority submitted its final reports to the Mica City CD Office and received certification that the grantee considered its program to be closed-out. Must the Mica City Housing Authority still arrange for an audit of its CDBG funds?

YES NO

3. As a subrecipient under Central County's CDBG program, the city of Lobos had implemented a public facilities effort aimed at removing architectural barriers, with the municipality agreeing in the Subrecipient Agreement to match the CDBG funds in the project on a dollar-for-dollar basis with city funds. The project had been formally closed out by the time that the city contracted for an IPA audit of this activity. The completed audit, however, revealed that the final costs of the public facilities effort and the amount contributed as the city's match against the CDBG assistance were less than the figures previously submitted by Lobos in its final reports for closeout. Can the grantee still disallow some of the expenses covered with CDBG funds?

YES NO

4. The subrecipient, Housing Resources, Inc., had been operating a CDBG-funded rehabilitation grant program for low- and moderate-income households. *After closeout*, one of the property owners that had been assisted by the program decided *not* to make the rehabilitated unit, which had been recently vacated, available to a low- or moderate- income tenant, and under the recapture provisions of the program, returned the amount of the assistance (plus an interest penalty) to Housing Resources, Inc. Can Housing Resources keep these funds for its own use?

YES NO

The answers are on next page.

Exercise for 8.0 — Closeout (continued)

Answers to questions from preceding pages

1. ***NO.*** It is up to the grantee to determine when the conditions for "closeout" have been satisfied, consistent with its standard procedures (which should be spelled out in writing for subrecipients). Once these conditions have been met, the grantee should either enter into a closeout agreement with the subrecipient or send written notification to the subrecipient regarding the latter's closeout status along with any special conditions or continuing responsibilities which the subrecipient must satisfy. Until a subrecipient receives such formal notification, it should ***not*** assume that any CDBG activity has been closed out.

2. ***YES.*** The applicable regulations are clear that the closeout of a CDBG award does *not* affect the subrecipient's audit requirements. And, according to OMB Circular A-133, any entity that expends $500,000 or more a year in Federal financial assistance must have an audit completed in accordance with the standards found in that circular.

3. ***YES.*** 24 CFR 84.72 and 85.51 specify that even after closeout of the CDBG project, the grantee has the right to disallow costs and recover funds based on a later audit. In this case, the grantee could choose to reduce the allowable CDBG costs to a level equal to the actual amount of cash match contributed by the city of Lobos.

NO. According to 24 CFR 570.503(b)(7), at the expiration of the Subrecipient Agreement, the subrecipient must transfer to the grantee any CDBG funds on hand and *any accounts receivable attributable to the use of CDBG funds.* The obligations of assisted property owners to reimburse the subrecipient under recapture provisions of a funding agreement would constitute accounts receivable. Therefore, the subrecipient

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: CDBG-DR Sub-Recipient Agreement with Industrial Development Authority of the City of Joplin
Originating Department: Planning & Community Development

Attachments: 1) Council Bill No. 2015-409
2) CDBG-DR Sub-Recipient Agreement

Planning, Development & Neighborhood Services Director: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm
Public Works Director: Nick Heatherly

Recommended Action: Approval of Council Bill No. 2015-409

INTRODUCTION:

The following Council Bill is for an agreement between the City of Joplin and Industrial Development Authority of the City of Joplin (Crossroads Industrial Park Phase I) to extend 23rd street and construct a gravity sewer that serves the street to provide improved access to local businesses located within the Crossroads Industrial Park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. City Council previously approved this activity in the Round 1 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 5 on July 20, 2015.

DISCUSSION:

The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.

The Crossroads Industrial Park Phase I Project will provide improved access to business entities located within the industrial park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their population growth objectives.

The agreement provides for reimbursement of costs in an amount not to exceed $1,741,000.00 that will be incurred in the design, construction, and services related to the extension of 23rd street as

well as the construction of a critical sewer line that serves businesses along the road.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill on an emergency basis, meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the improvement of public infrastructure, so the Industrial Development Authority of the City of Joplin may complete the extension of 23rd street and construction of the gravity sewer to provide improved access to local businesses located within the Crossroads Industrial Park.

COUNCIL BILL NO. 2015-409 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Industrial Development Authority of the City of Joplin in the amount of One Million Seven Hundred Forty One Thousand dollars ($1,741,000.00) to provide funding for the extension of 23rd street and the construction of a gravity sewer that serves the street to provide improved access to local businesses located within the Crossroads Industrial Park, authorizing the Director of Planning, Development, and Neighborhood Services to execute said Agreement for the City, and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and WHEREAS, there were was a negative economic impact, including job loss, due to the effects of the Tornado; and

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

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

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

Section 1. That the City enter into an Agreement no sooner than the Approval of the Release of Funds from the U.S. Department of Housing and Urban Development has been received, or Agreement in substantially similar in form, between the City of Joplin and Industrial Development Authority of the City of Joplin in the amount of One Million Seven Hundred Forty One Thousand dollars ($1,741,000.00) to provide funding for the extension of 23rd street and the construction of a gravity sewer that serves the street to provide improved access to local businesses located within the Crossroads Industrial Park.

Section 2. That the Director of Planning, Development and Neighborhood Services of the city of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar in form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals the improvement of public infrastructure, and as such, is considered an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 7, 2015

ITEM: COUNCIL BILL NO. 2015-541
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Real Estate Contract; Quit Claim Deed

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

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of half of a lot at 7th and Wall Street.

DISCUSSION:
The City was contacted by the adjacent property owner, S & C Development, about selling twenty-five feet of property next to the former Joe Harding building located at 7th and Wall Streets. This is a non-buildable lot and only has value to the adjacent property owner. Therefore, Zoning and Planning does not have to declare the property as surplus and the city is not required to accept bids for the sale. The appraised value of the property is $1.26 per square foot, so the selling price has been established at $4,221.00. The City has accepted $250.00 in escrow, pending approval of this real estate contract and quit claim deed by the City Council. The quit claim deed will be executed by the end of the month.

S & C Development is renovating the former Joe Harding building. The developer plans to build six or seven nice apartments in the upstairs and commercial downstairs. The developer is building a stairwell on the south side of the building and requires this strip of land to accommodate the stairwell. If a parking lot is built in the future on the remainder of the city-owned property, the same number of parking spaces can be built on this piece of land.

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

COUNCIL BILL NO. 2015-541 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and S & C Development, LLC, a Missouri limited liability company, for the sale of approximately 3,350 square feet of land at 7th and Wall Streets; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and S & C Development, LLC, a Missouri limited liability company, for the sale of approximately 3,350 square feet of land at 7th and Wall Streets, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

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

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This proposed sale agreement needs to be approved so the buyer can move forward with its building project.

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

of _____, 2015, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2015, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and S & C Development, LLC**,** hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

"All of the south half of Lot 137 in Byer's and Murphy's Addition to Murphysburg in the City of Joplin, Missouri, Jasper County"

The real estate is currently zoned C-2 and contains approximately 3,350 square feet more or less.

2. PURCHASE PRICE. The purchase price to be paid by the Buyers is Four Thousand Two Hundred Twenty-One Dollars ($4,221.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Quit Claim Deed.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at City Hall, 602 S. Main St., Joplin, Missouri on or before December 31, 2015, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. Buyer shall deliver non-refundable earnest money to the City, in the amount of Two Hundred Fifty Dollars ($250.00) which shall be applied towards the purchase price at Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Sam Anselm, City Manager

"SELLER"

S & C Development, LLC

By: _____

"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2015, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and S & C Development, LLC., P. O. Box 852, Joplin, Missouri, 64802.

WITNESSETH, that the said Grantor, in consideration of the sum of Four Thousand Two Hundred Twenty-One Dollars and No Cents ($4,221.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "All of the south ½ of Lot 137 in Byer's and Murphy's Addition to Murphysburg in the City of Joplin, Jasper County, Missouri."
>
> Property contains 3,350 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

The City of Joplin, a Missouri
municipal corporation

By: _____
Sam Anselm
City Manager

"Grantor"

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2015, before me personally appeared Sam Anslem to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said City by authority of its City Council, and said Sam Anselm acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires: _____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 7, 2015

ITEM: COUNCIL BILL NO. 2015-542
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

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

INTRODUCTION:

This Council Bill approves an amendment to the Policemen's and Firemen's Pension Plan to make various language changes to comply with the Internal Revenue Code.

DISCUSSION:

The Policemen's and Firemen's Pension Plan received an IRS tax determination letter in September of 2012. Following this, the plan language has been revised at various times to ensure the plan retains the ongoing qualified tax status. There are also changes to make certain language clarifications. Here is a summary of the changes and why each change is being proposed:

1. Section 1.14-Clarification language.
2. Section 1.17-Correct a typographical error.
3. Section 1.19-Wording correction.
4. Section 1.24-Correct a typographical error.
5. Section 2.3-Clarification language.
6. Section 2.4 (A)-Correct a typographical error.
7. Section 2.4 (B)-Military requirement amendment.
8. Section 3.7 (B)-COLA adjustment published by the Internal Revenue Service.
9. Section 3.9-Provides a more specific reference to the IRS regulations, which the IRS has been requesting when reviewing plans for determination letters.
10. Section 5.3-Clarification language.
11. Section 6.2-Provisions regarding specific contribution requirements were deleted, because the provisions are no longer applicable.
12. Section 10.8-Reflects RSMo. 105.669, which was effective August 28, 2014.

Any change to the Policemen's and Firemen's Pension Plan must be approved by the membership through an election and ratified by the City Council in an ordinance. An official election of the pension membership was held from October 19, 2015 through November 13, 2015. The membership voted 118 in favor and 2 against for the proposed plan amendment. Following the adoption of the plan revisions, the Pension Plan will seek an updated tax determination status letter from the IRS.

RECOMMENDATION:

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

COUNCIL BILL NO. 2015-542 ORDINANCE NO.

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012, May 1, 2013 and January 21, 2014, providing for certain changes to bring the Plan into conformity with current provisions of applicable law; and containing an emergency clause.

WHEREAS, the Policemen's and Firemen's Pension Plan was last amended on January 21, 2014 by Ordinance Number 2014-012 to provide for the purchase of disability insurance by the Pension Plan; and

WHEREAS, the Board of Trustees of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri submitted to the qualified Plan Participants the question as to whether certain amendments should be made to the Plan; and,

WHEREAS, of the 195 active and 119 retired Pension Policemen and Firemen, 118 voted in favor of the Plan amendments, and 2 voted against the proposed Plan amendments.

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

Section 1. That Section 1.14 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

1.14 CREDITED SERVICE

shall mean the total time in complete and fractional years (based on the number of complete months) during which the Employee is a Covered Employee and makes the contribution required in Section 6.1. Such service need not be continuous or uninterrupted.

Section 2. That Section 1.17 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

1.17 EMPLOYEE

shall mean any person who is employed by the City and classified by the City as an employee, but excludes any person who is an independent contractor. A person classified as an employee is an employee and no subsequent classification of such a person by the Internal Revenue Service or court shall have any affect on the individual's employment status for purposes of the Plan.

Section 3. That Section 1.19 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

1.19 NORMAL RETIREMENT AGE

shall mean the earliest of the following:

(A) Age 60; or

(B) Whichever of the following applies:

(1) For Participants hired on or before January 31, 2009, the completion of twenty (20) years of Credited Service.

(2) For Participants hired after January 31, 2009, the completion of twenty-five (25) years of Credited Service.

Retirement under this Section 1.19 shall be contingent on the Participant being continuously employed as a Covered Employee by the City for the twelve (12) months ending on the applicable retirement date.

Section 4. That Section 1.24 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

1.24 RESTATEMENT EFFECTIVE DATE

shall mean the date set forth in Article XI.

Section 5. That Section 2.3 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

2.3 TERMINATION OF ELIGIBILITY

In the event a Participant shall continue to be employed by the City, but not as a Covered Employee, such former Participant shall be entitled to a retirement benefit only if the requirements of Section III for receiving a retirement benefit have been satisfied.

Section 6. That Section 2.4(A) of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

(A) In the event a Participant terminates employment and is later reemployed as a Covered Employee, participation in the Plan shall begin immediately upon reemployment. If the Covered Employee had at least 20 years of Credited Service at the time of his termination of employment, upon his reemployment he may continue to accrue additional years of Credited Service, up to the maximum permitted by the Plan.

If the Covered Employee did not have at least 20 years of Credited Service at the time of his termination of employment, but is reemployed before incurring a Break-in-Service, then upon his reemployment his Credited Service earned prior

to termination of employment shall be taken into account for purposes of Section 3.1, provided that the Covered Employee repays to the Plan an amount equal to the amount paid to him by the Plan upon his termination of employment, plus interest at the rate of one-half of one percent (.5%) per month from the date of the Plan's payment to the date of repayment. Repayment shall be required within six (6) months of reemployment.

If the Covered Employee did not have at least 20 years of Credited Service at the time of his termination of employment, and either is reemployed after incurring a Break-in-Service, or does not repay the amount described in the preceding paragraph, then his Credited Service as of the date of his termination of employment shall not be taken into account for purposes of Section 3.1.

Section 7. That Section 2.4(B) of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

(B) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Internal Revenue Code 414(u).

Accordingly, a Covered Employee is treated as having had continuous Credited Service for purposes of participation, vesting and accrual of benefits by reason of a period of absence from employment due to or necessitated by service in the uniformed services, provided the Covered Employee:

(1) is reemployed in a covered position within the time specified in regulations or other guidance under the Uniformed Services Employment and Reemployment Rights Act;

(2) repays any lump sum payment previously paid to the employee; and

(3) pays to the Plan an amount equal to the amount of any employee contributions that would have been made to the Plan if the employee had remained in Covered Employment.

If a Covered Employee dies while performing qualified military service, as defined in Section 414(u) of the Code, the Plan shall treat such Covered Employee as having died during covered employment, in accordance with the provisions of Section 401(a)(37) of the Code.

Section 8. That Section 3.7(B) of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

(B) The total annual benefit shall not exceed the amount specified in Section 415(b)(1)(A) of the Code ($210,000 for 2015), as such amount may be adjusted by the Secretary of the Treasury, pursuant to Section 415(d)(1) of the Code as of January 1 of the Plan Year in which the Participant's benefits become payable hereunder.

Section 9. That Section 3.9 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

3.9 FURTHER DISTRIBUTION REQUIREMENTS

Notwithstanding any provision of this Plan to the contrary, a Participant's monthly retirement income shall commence or otherwise be paid no later than the Participant's "required beginning date," and all amounts payable hereunder shall be paid in accordance with Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and Treasury Regulation Sections 1.401(a)(9)-1 through 1.401(a)(9)-9. A Participant's required beginning date is the first day of April of the calendar year following the later of the calendar year in which the Participant attains age seventy and one-half (70½) or retires. Monthly retirement income shall be paid over a period not longer than the lives (or, if applicable, the joint life expectancies) of the Participant and any designated Beneficiary. Solely for the purposes of this Section, if the designated Beneficiary is not the Spouse and is more than ten (10) years younger than the Participant, the joint life expectancy shall be calculated as though the age difference were ten (10) years. If the Participant dies before his annuity starting date, distribution of a survivor benefit shall commence no later than the date the Participant would have reached age seventy and one-half (70½). If a Participant dies after his annuity starting date but before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed to his Spouse or Beneficiary at least as rapidly as under the method of distribution as of his date of death.

Section 10. That the heading for Section 5.3 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

5.3 DETERMINATION OF DISABILITY

Section 11. That Section 6.2 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended by deleting specific contribution requirements for prior years that are no longer applicable, so that Section 6.2 will read as follows:

6.2 EMPLOYER CONTRIBUTIONS

The City shall make biweekly contributions to the Plan equal to the City's contribution rate as calculated by the Plan's actuary.

For purposes of determining the City's contribution rate as calculated by the Plan actuary in this section, the Plan actuary shall utilize accepted actuarial methods and principles, consistent with actuarial assumptions approved by the Trustees. The Actuarial Valuation should be completed no later than 90 days after the Plan year end. The actuarial contribution rate for the City set forth in the Actuarial Valuation will be effective at the beginning of the following Plan Year immediately following completion of the Actuarial Valuation for the prior Plan

Year (e.g. the rate set forth in the Actuarial Valuation for the year ended October 31, 2015 will be effective for the Plan Year beginning November 1, 2016).

If the City becomes more than 30 days delinquent in any of its obligations, the City will be notified in writing by the trustees of the delinquency. The City shall catch-up fully on any delinquent obligations within 60 days after notification in writing by the trustees. If the City fails to catch-up fully within those 60 days, the City shall pay any past due obligation, plus interest at the statutory rate, per §408.020 RSMo., currently nine percent. If the City is delinquent 60 days after written notice of delinquency by the trustees, then the trustees may pursue any course of action deemed necessary and may pursue any and all remedies that the trustees may have, in law or equity, including suit in a court of competent jurisdiction.

Section 12. That Section 10.8 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is added to read as follows:

10.8 FORFEITURE OF BENEFITS

Notwithstanding anything to the contrary, any Participant who is found guilty of any felony described in the next sentence that is committed in direct connection with or directly related to the Participant's duties as an Employee shall not be eligible for any retirement benefits with respect to service performed on or after August 28, 2014, except that a Participant may request a refund of the Participant's contributions, if any, including earnings, as otherwise permitted in accordance with Section 3.11. A felony is described in this sentence if it is any of the following, or a substantially similar offense under federal law:

(A) The offense of felony stealing under RSMo Section 570.030 when such offense involved money, property, or services valued at five thousand dollars or more as determined by the court;

(B) The offense of felony receiving stolen property under RSMo Section 570.080 when such offense involved money, property, or services valued at five thousand dollars or more as determined by the court;

(C) The offense of forgery under RSMo Section 570.090;

(D) The offense of felony counterfeiting under RSMo Section 570.103;

(E) The offense of bribery of a public servant under RSMo Section 576.010; or

(F) The offense of acceding to corruption under RSMo Section 576.020.

Section 13. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (1) and (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance clarifies the threat to the tax-qualified status of the

Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri if this amendment is not adopted by February 1, 2016, which is the deadline imposed by the Internal Revenue Service for the adoption of the restatement of such Plan and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, THIS _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2015-629 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to purchase one (1) Aerial Ladder Platform Fire Apparatus from Pierce Manufacturing for the amount of One Million Fifty One Thousand, Two Hundred Sixteen Dollars and No Cents ($1,051,216.00); authorizing the City Manager to execute a Purchase Order by an on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

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

Section 1. That the purchase of one (1) Pierce Manufacturing ladder platform fire apparatus from Pierce Manufacturing, by the City of Joplin, Missouri, for the amount of One Million Fifty One Thousand Two Hundred Sixteen Dollars and No Cents ($1,051,216.00), after offset, be and the same is, hereby approved.

Section 2. That the City will save a significant amount of money, approximately Two Hundred Fifty Thousand Dollars ($250,000.00), by purchasing this fire engine through the HGACBuy Program, a government cooperative purchasing agreement. Due to the unexpected participation in this program and cost savings, the City Council deems the purchase of the fire engine through competitive bidding to be inappropriate in this circumstance.

Section 3. That fiscal year 2015-2016 budget appropriations as adopted by Ordinance 2015-168 be amended by increasing appropriations by the total amount of One Million Ninety-Six Thousand, Two Hundred Sixteen Dollars and No Cents ($1,096,216.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 6. That the City hereby declares that this Ordinance dealing with public safety, is considered an emergency within the meaning of Section 2.12(1) 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 Purchase Order is related to public safety, the purchase of a fire engine.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Proposal for **Joplin**

Prepared by **Schuhmacher Fire Equipment**

12/02/2015



SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pump house (including the sheet metal enclosure, valve controls, piping and operators panel) body and aerial device will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2009 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2009, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

INSPECTION CERTIFICATE

A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

Visual structural inspections will be performed on all welds on both aluminum and steel ladders.

On critical weld areas, or on any suspected defective area, the following tests will be conducted:

- Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.

- A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.

- Ultrasonic inspection will conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components.

In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit.

PUMP TEST

The pump will be tested, approved and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.*

INSPECTION TRIP(S)

The bidder will provide three (3) factory inspection trip(s) for 3 customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

AFTERMARKET SUPPORT WEBSITE

Pierceparts.com will provide Pierce authorized dealer access to comprehensive information pertaining to the maintenance and service of their customer's apparatus. This tool will provide the Pierce authorized dealer the ability to service and support their customers to the best of their ability with factory support at their fingertips.

Pierceparts.com is also accessible to the end user through the guest login. Limited access is available and vehicle specific parts information accessible by entering a specific VIN number. All end users should see their local authorized Pierce dealer for additional support and service.

The website will consist of the following screens at the dealer level:

My Fleet Screen

The My Fleet screen will provide access to truck detail information on the major components of the vehicle, warranty information, available vehicle photographs, vehicle drawings, sales options, applicable vehicle software downloads, etc.

Parts Screens

The Parts screens will provide parts look-up capability of Pierce Manufacturing sourced items, with the aid of digital photographs, part drawings and assembly drawings. The parts search application will permit the searching of parts by item description or function group (major system category). The parts application will provide the ability to submit electronically a parts order, parts quote, or parts return request directly to Pierce Manufacturing for processing.

Warranty Screen

The Warranty screens will provide dealers the ability to submit electronically warranty claims directly to Pierce Manufacturing for reimbursement.

My Reports Screens

The My Reports screens will provide access to multiple dealer reports to allow the dealership to maintain communication with the customer on the status of orders, claims, and phone contacts.

Technical Support Screens

The Technical Support screens will provide access to all currently published Operation and Maintenance and Service Publications. Access to Pierce Manufacturing Service Bulletins and Work Instructions, containing information on current service topics and recommendations will be provided.

Training

The Training screens will provide access to upcoming training classes offered by Pierce Manufacturing along with interactive electronic learning modules (Operators Guides) covering the operation of major vehicle components will be provided. Access to training manuals used in Pierce Manufacturing training classes will be provided.

About Pierce

Access to customer service articles, corporate news, quarterly newsletters, and key contacts within the Customer Service Department will be provided. The current Customer Service Policy and Procedure Manual, detailing the operation of the Customer Service group will also be accessible.

BID BOND

A bid bond as security for the bid in the form of a 10% bid bond will be provided with the proposal. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language which assures that the bidder/principal will give a bond or bonds, as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

PERFORMANCE BOND NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of

A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

VELOCITY CHASSIS

The Pierce Velocity® is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load to be sustained and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be tbd.

GVW RATING

The gross vehicle weight rating will be tbd.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040

in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

FRAME REINFORCEMENT

In addition, a mainframe inverted "L" liner will be provided. It will be heat-treated steel measuring 12.00" x 3.00" x 0.25". Each liner will have a section modulus of 7.795 cubic inches, yield strength of 110,000 psi, and rbm of 857,462 in-lb. Total rbm at wheelbase center will be 3,976,502 in-lb.

The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

FRONT AXLE

The front axle will be a reverse "I" beam type with inclined king pins. It will be a Meritor™ axle, Model FL-943, with a rated capacity of 21,500 lb.

The turning angle will be 39 degrees to the right and 45 degrees to the left.

A viewing window will be provided on each side of the axle for checking the oil level.

STEERING CRAMP ANGLE CERTIFICATION

The fire apparatus manufacturer will provide, at time of bid, a letter from an independent third party testing agency stating they approve the steering cramp angle.

Highly specialized options may limit the cramp.

FRONT SUSPENSION

The front springs will be a Standens, three (3)-leaf, taper leaf design, 54.00" long x 4.00" wide, with a ground rating of 21,500 lb.

The two (2) top leaves will wrap the forward spring hanger pin. The top leaf will also wrap the rear spring hanger pin. Both the front and rear eyes will be Berlin style wraps that will place the eyes in the horizontal plane within the main leaf. This will reduce bending stress from acceleration and braking.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

SHOCK ABSORBERS

To provide a smoother ride, the front axle will be furnished with Monroe® Gas-Magnum® 65 heavy-duty telescoping shock absorbers.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES
Front tires will be Goodyear® 425/65R22.50 radials, 20 ply G296 MSA tread, rated for 22,800 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa© 22.50" x 13.00" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

TURNING RADIUS REPORT
A turning radius analysis of the custom Pierce chassis that we are proposing will be included with this proposal. This analysis will provide information on the inside turning radius, the outside turning radius, the curb to curb turning radius, and the wall to wall turning radius.

REAR AXLE
The rear axle will be a Meritor™, Model RT-52-185, tandem axle assembly with a capacity of 54,000 lb.

An inter-axle differential, which divides torque evenly between axles, will be provided with an indicator light mounted on the cab instrument panel.

TOP SPEED OF VEHICLE
A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 60 mph.

REAR SUSPENSION
Rear suspension will be a Neway model AD 252, air ride with a ground rating of 54,000 lb. The suspension will have the following features:

- Outboard vertical mounted heavy-duty shock absorbers

- Utilizes track bars and Ultra Torque Rod Plus torque rods to restrict lateral axle movement and maintain constant pinion angles

- Super heavy-duty transverse beam to help reduce axle stress while increasing roll stability or resistance to lean

- Low spring rate air springs for excellent ride quality

- Dual height control valves to maintain level vehicle from side to side

REAR OIL SEALS
Oil seals will be provided on the rear axle(s).

REAR TIRES
Rear tires will be eight (8) Goodyear 12R22.50 radials, 16 ply highway G661 HSA tread, rated for 54,240 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa© 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a VECSAFE LED tire alert pressure management system provided that will monitor each tire's pressure. A chrome plated brass sensor will be provided on the valve stem of each tire for a total of 10 tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start blinking.

FRONT HUB COVERS

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

HUB COVERS (REAR)

Stainless steel, high hat, hub covers will be provided on the rear axle hubs.

LUG NUT COVERS

Stainless steel lug nut covers will be installed on all lug nuts.

MUD FLAPS

Mud flaps will be installed behind the front and rear wheels. The mud flaps will be black.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

WHEEL CHOCK BRACKETS

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted below the left side rear compartment.

ELECTRONIC STABILITY CONTROL

A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Wabco 6S6M, anti-lock braking system. The ABS will provide a six (6) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

AUTOMATIC TRACTION CONTROL

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. A "mud/snow" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

BRAKES

The service brake system will be full air type by Meritor™.

The front brakes will be 16.50" x 6.00" cam operated with automatic slack adjusters.

The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.

BRAKE SYSTEM AIR COMPRESSOR

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Bendix dual brake treadle valve with vinyl covered foot surface

- Heated automatic moisture ejector on air dryer

- Total air system capacity of 6,653 cubic inches

- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi

- Spring set parking brake system

- Parking brake operated by a push-pull style control valve

- A parking "brake on" indicator light on instrument panel

- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, will be provided with an automatic spring brake application at 40 psi

- A pressure protection valve will be provided to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa).

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

- Bendix AD-9 air dryer, with heater and coalescing filter

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET WITH AUTOMATIC EJECT

One (1) air inlet with Kussmaul Air Eject will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will automatically disconnect the air line when the truck is started. It will be equipped with a male coupling and be located mounted ahead of crew cab door at driver's side of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female coupling will also be provided with the loose equipment.

AIR OUTLET

One (1) air outlet will be installed with a female coupling and shut off valve, located in the driver side lower step well of cab. This system will tie into the "wet" tank of the brake system and include an 85-psi pressure protection valve in the outlet line to prevent the brake system from losing all air.

Female coupling and male fitting will be .25" thread.

A mating male fitting will be provided with the loose equipment.

COVER OVER AIR INLET

A Kussmaul, Model 091-28-AK, weatherproof red cover will be provided over the recessed automatic air line disconnect.

AIR HOSE

There will be one (1) 25' length(s) of air hose furnished with fittings.

An air chuck will be provided with the air hose. The air chuck will fit the valve stems that are provided on the tires.

ALL WHEEL LOCK-UP

An additional all wheel lock-up system will be installed which applies air to the front brakes only. The standard spring brake control valve system will be used for the rear.

AUTOMATIC MOISTURE EJECTOR(S)

Six (6) automatic moisture ejectors, Bendix®, Model DV-2, will be installed in the brake system.

Each moisture ejector will be equipped with a 12-volt heater, controlled by thermostat and ignition switch.

The moisture ejector(s) will be provided on the wet tank, primary and secondary tank and additional tank reservoirs(s).

AIR SYSTEM FITTINGS

All the brass air system fittings will be "compression type".

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	ISX12
Power:	500 hp at 1800 rpm
Torque:	1645 lb-ft at 1200 rpm
Governed Speed:	2100 rpm
Emissions Level:	EPA 2016
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	729 cubic inches (11.9L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary

	spin-on style filter.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.

HEATER SHUTOFF

The cab and crew cab heaters will be provided with a quarter turn shut-off valve installed in the supply and return lines. These valves will be in an accessible location.

COOLANT HOSE CLAMPS

Constant torque hose clamps will be provided on all hoses supplied by the apparatus manufacturer. Clamps provided by the engine manufacturer will remain as supplied.

ENGINE AIR INTAKE

An air intake with an ember separator (to prevent road dirt, burning embers, and recirculating hot air from entering the engine) will be mounted at the front of the apparatus, on the passenger side of the engine. The ember separator will be mounted in the air intake with flame retardant, roto-molded polyethylene housing. It will be easily accessible by the hinged access panel at the front of the vehicle.

EXHAUST SYSTEM

The exhaust system will include a diesel particulate filter (DPF) and a selective catalytic reduction (SCR) device to meet current EPA standards. The exhaust system will be stainless steel from the turbo to the inlet of the SCR device and will be 5.00" in diameter. An insulation wrap will be provided on all exhaust pipes between the turbo and SCR to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the passenger side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

EXHAUST MODIFICATION

The exhaust pipe will be brought out from under the body at a 90 degree angle from the truck. The tail pipe will extend a minimum of 2.00" past the body, adaptable for the Plymovent system. The diameter of the pipe will be 7.00". There will be a clearance of 4.00" completely around the pipe once past the side of the body. A stop will be provided on the tail pipe that will prevent the nozzle from sliding too far on.

RADIATOR

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. No solder joints or leaded material of any kind will be acceptable in the core assembly. The radiator core will have a minimum frontal area of 1434 square inches. Supply and return tanks made of glass-reinforced nylon will be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions.

There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators.

The radiator assembly will include an integral deaeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow tank. For visual coolant level

inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates® silicone hoses will be used for all engine/heater coolant lines installed by the chassis manufacturer.

The chassis manufacturer will also use Gates brand hose on other heater, defroster and auxiliary coolant circuits. There will be some areas in which an appropriate Gates product is not available. In those instances, a comparable silicone hose from another manufacturer will be used.

Hose clamps will be stainless steel "constant torque type" to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.

FUEL TANK

A 75 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A .50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the driver's side of the body and be covered with a hinged, spring loaded, polished stainless steel door that is marked "Diesel Exhaust Fluid Only".

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL SHUTOFF

A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.

FUEL COOLER

An air to fuel cooler will be installed in the engine fuel return line.

FUEL SEPARATOR

The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.

TRANSMISSION

An Allison 5th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with red light and buzzer will be installed on the cab instrument panel.

TRANSMISSION SHIFTER

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.51 to 1.00
2nd	1.91 to 1.00
3rd	1.43 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
6th	0.64 to 1.00
R	4.80 to 1.00

TRANSMISSION COOLER
A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DRIVELINE
Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft. The slip joint will be coated with Glidecoat® or equivalent.

DRIVELINES
The chassis drivelines will be fitted with half-round style universal joints.

STEERING
A Ross, Model TAS-85, steering gear, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braided lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING ASSIST CYLINDER ON FRONT AXLE
To aid in the steering of the apparatus, the front axle will be equipped with a Ross power assist cylinder.

STEERING WHEEL
The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design.

There will be a switch pod provided on each side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. Each switch pod will contain four (4) switches. The following switches will be provided:

Air horn

Emergency lighting

Area lighting

Front dome light

Rear dome light

Q2B siren activate

Q2B siren brake

Wiper mist

Full floating horn pad

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Joplin

The second row of text will be: - - -

The third row of text will be: Fire Department

The multiplex system distribution boxes located under the cab and the rear of the chassis will have all the seams caulked to resist moisture.

The rear multiplex system distribution box located under the rear of the chassis will have all the seams caulked to resist moisture.

BUMPER

A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, a minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 22.00" from front face of cab.

Documentation will be provided, upon request, to show that the options selected have been engineered for fit-up and approval for this modular bumper extension.

GRAVEL PAN

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

CENTER HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 125' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

CENTER HOSE TRAY COVER

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be attached with a stainless steel hinge.

There will be two (2) flush lift and turn latches provided to secure the cover in the closed position and a mechanical stay arm on each side will hold the cover in the open position.

LIFT AND TOW MOUNTS

Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems.

The lift and tow mounts with eyes will be painted the same color as the frame.

TOW HOOKS

No tow hooks are to be provided. This truck will be equipped with a lift and tow package with integral tow eyes.

SIDE ZONE LIGHT MOUNTING

The front lower warning lights on each side will be recessed into the side of the bumper extension to protect the light from damage.

The recessed bracket will be made of polished stainless steel.

CAB

The cab will be designed specifically for the low mount, rear mount aerial fire service and will be manufactured by the chassis builder.

To provide quality at the source and single source customer support, the cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be of heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts) and rear wall areas. The A-pillar will be constructed of 0.25" heavy wall extrusions joined by a solid A356-T6 aluminum joint casting. The B-pillar and C-pillar will also be constructed from 0.25" heavy wall extrusions. The rear wall will be constructed of two (2) 4.00" x 2.00" outer aluminum extrusions and two (2) 3.00" x 2.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 7.50" x 3.50" x 0.125" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.75" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.25" thick firewall, covered with a 0.125" front skin (for a total thickness of 0.38"), and reinforced with 24.50" wide x 10.00" deep x 0.50" thick supports on each

side of the engine tunnel. The cross-cab support will be welded to the A-pillar, 0.25" firewall, and engine tunnel, on the left and right sides.

The cab floors will be constructed of 0.1875" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.44" of structural material at the front floor area. The front floor area will also be supported with three (3) 0.50" plates bolted together that also provides the mounting point for the cab lift. This tubing will run from the front of the cab to the 0.1875" thick engine tunnel, creating the structure to support the forces created when lifting the cab.

The cab will be a full-tilt style. A three (3)-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 102.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 112.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The cab roof will be provided with a 58.00" wide notch that lowers the center section of the cab roof by 3.00". The deep notch will continue from the front of the cab and extend full length to the rear of the cab. The deep notch will accommodate a low mount aerial device, and provide lower overall vehicle height.

The cab will have an interior width of not less than 93.50". The driver and passenger seating positions will have a minimum 24.00" clear width at knee level.

To reduce injuries to occupants in the seated positions, proper head clearance will be provided. The floor-to-ceiling height inside the forward cab will be no less than 60.25". The floor-to-ceiling height inside the crew cab will be no less than 50.95" in the center position and 68.75" in the outboard positions.

The crew cab will measure a minimum of 57.50" from the rear wall to the backside of the engine tunnel (knee level) for optimal occupant legroom.

INTERIOR CAB INSULATION

The cab walls, ceiling and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling.

FENDER LINERS

Full-circular, aluminum, inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1) piece, safety glass windshield with more than 2,802 square inches of clear viewing area will be provided. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: the outer light, the middle safety laminate, and the inner light. The 0.114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS

Three (3) electric windshield wipers with a washer, in conformance with FMVSS and SAE requirements, will be provided. The wiper blades will be 21.65" long and together will clear a minimum of 1,783 square inches of the windshield for maximum visibility in inclement weather.

The windshield washer fluid reservoir will be located at the front of the vehicle and be accessible through the access hood for simple maintenance.

FAST SERVICE ACCESS FRONT TILT HOOD

A full-width access hood will be provided for convenient access to engine coolant, steering fluid, wiper fluid, cab lift controls, headlight power modules, and ember separator. The hood will also provide complete access to the windshield wiper motor and components. The hood will be contoured to provide a sleek, automotive appearance. The hood will be constructed of two (2) fiberglass panels bonded together and will include reinforcing ribs for structural integrity. The hood will include air cylinders to hold the hood in open and closed positions, and a heavy duty latch system that will meet FMVSS 113 (Hood Latch System). The spring-loaded hood latch will be located at the center of the hood with a double-action release lever located behind the Pierce logo. The two (2)-step release requires the lever first be pulled to the driver side until the hood releases from the first latch (primary latch) then to the passenger side to fully release the hood (secondary latch).

ENGINE TUNNEL

To provide structural strength, the engine tunnel sidewalls will be constructed of .50" aluminum plate that is welded to both the .25" firewall and .38" heavy wall extrusion under the crew cab floor. To maximize occupant space, the top edges will be tapered.

The engine tunnel will be insulated on both sides for thermal and acoustic absorption. The underside of the tunnel will be covered with 1.00" thick polyether foam that is reinforced with an aluminized face. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The insulation will keep noise (dBA) levels at or lower than the specifications in the current edition of the NFPA 1901 standards.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves. The hydraulic pump will have a backup manual override, for use in the event of an electrical failure.

The cab lift controls will be located at the driver side front of the cab, easily accessible under the full width front access hood. The controls will include a permanently mounted raise/lower switch. For enhanced visibility during cab tilt operations, a remote control tether with on/off switch will be supplied on a coiled cord that will extend from 2.00' (coiled) to 6.00' (extended).

The cab will be capable of tilting 42 degrees and 80 degrees with crane assist to accommodate engine maintenance and removal. The cab pivots will be located 46.00" apart to provide stability while tilting the cab.

The rear of the cab will be locked down by a two (2)-point, automatic, hydraulic, double hook mechanism that fully engages after the cab has been lowered (self-locking). The dual 2.25" diameter hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift safety system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a formed bright finished grille surround, will be provided on the front center of the cab, and will serve as an air intake to the radiator.

FRONT CAB TRIM

A 10.00" band of 22 gauge polished stainless steel trim will be installed across the front of the cab, from door hinge to door hinge. The trim band will be centered on the head lights and applied with two (2)-sided tape. A 0.625" self adhesive trim strip will be applied around the perimeter of the trim band.

There will be no covers provided over the painted cab corner where the cab turn signals are located.

SIDE OF CAB MOLDING

Chrome molding will be provided on both sides of cab.

MIRRORS

A Retrac, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab doors will be a minimum of 43.59" wide x 76.46" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab doors will measure a minimum of 37.87" wide x 85.50" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.125". The exterior door skins will be constructed from 0.090" aluminum.

The forward cab door windows will include a 7.50" high x 10.00" wide drop area at the front to enhance visibility.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A dark grey vacuum formed ABS panel will house the window switches and will mold into the upper sill of the door panel.

The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.

CAB DOOR PANELS

The inner cab door panels will be constructed out of brushed stainless steel. The cab door panels will be removable without disconnecting door and window mechanisms.

RECESSED POCKET WITH ELASTIC COVER

To provide organized storage (clutter control) in the cab for miscellaneous equipment, the cab interior will be provided with recessed storage pockets. The pockets will be 6.50" wide x 2.12" high x 6.00" deep and will be constructed of rugged, impact resistant, roto-molded low-density polyethylene. The pockets will be provided with a perforated elastic material cover to secure the equipment in the pocket. The pockets will be installed in all available mounting locations of the overhead console.

ELECTRIC WINDOW CONTROLS

Each cab entry door will be equipped with an electrically operated tempered glass window. A window control panel will be ergonomically molded into the armrest of the door panel within easy reach of the respective occupant. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1/2 second. The driver control panel will contain a control switch for each cab door's window. All other door control panels will contain a single switch to operate the window within that door.

The window switches will be connected directly to the battery power. This allows the windows to be raised and lowered when the battery switch is in the off position.

ELECTRIC CAB DOOR LOCKS

The front driver and passenger doors will have a door lock master switch (custom designed rotary lock knob) built into the interior door latch that will control all front and rear side exit door locks. Each rear cab door will have its own lock control. Each door will have a keyed exterior lock mechanism built into the door handle assembly.

There will be one (1) concealed switch on the exterior of the cab, located under the front full width service access panel, that operates the cab door locks.

The lock system will include two (2) key FOBs that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.

KEY PAD FOR ELECTRIC DOOR LOCKS

For improved convenience, the cab door locks will include a Trimark keypad entry system to provide complete keyless entry to the cab. There will be two (2) keypads provided, located one each side of the cab behind the front cab doors. The keypads will include visual and audio feedback to confirm activation and acknowledge correct entry code. For enhanced night time use, the keypads will be lighted. For increased security, the system will allow over 3000 possible code combinations.

KEY FOB(S) ADDITIONAL

There will be two (2) additional key FOB(s) provided with each unit that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 31.00" wide, and the crew cab steps will be 24.25" wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps. Three (3) step entrance designs will not be acceptable due to safety concerns. A slip-resistant handrail will be provided adjacent to each cab door opening to assist during cab ingress and egress.

STEP LIGHTS

For reduced overall maintenance costs compared to incandescent lighting, there will be four (4) white LED step lights provided. The lights will be installed at each cab and crew cab door, one (1) per step. The lights will be located in the driver side front doorstep, driver side crew cab doorstep, passenger side front doorstep and passenger side crew cab doorstep.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

The lights will be activated when the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

CREW CAB WINDOWS

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 20.00" wide x 20.50" high.

WINDOWS INTERIOR TRIM

For improved aesthetics, the cab side windows will include a vacuum formed ABS interior trim panel.

STORAGE COMPARTMENT

Provided on each side of the cab, below the cab floor and to the rear of the crew cab access doors, will be a storage compartment. The compartments will be approximately 10.71" wide x 19.25" high x 22.00" deep at the top and 18.75" at the bottom. The bottom front of the compartment will be blistered for side wall support. The clear door opening will be 9.50" wide x 16.50" high.

Each door will be a painted single pan construction with a quarter turn mini D-Handle latch. A rubber covered bumper will be used as a door stop.

Compartment Light
There will be no lights required in the compartments.

CAB ROOF COVERING
Horizontal cab roof surfaces, on each side of the aerial device, will be covered with bright aluminum treadplate. The aluminum treadplate will be bonded to the cab. Edges will be properly caulked to prevent water from leaking under the aluminum.

No front or side warning lights, or any other auxiliary options, will be mounted on top of the treadplate. The treadplate will extend and terminate next to all objects mounted on the roof.

TERMINAL STRIP GUARD
A stainless steel guard will be provided to protect the terminal strip located tbd.

CUP HOLDER
There will be two (2) cup holder(s) provided. Each cup holder will have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder will allow it to hold beverage containers with handles.

The cup holder(s) will be located at customer pick-up.

SCREW INSERTS ON CAB DOORS
All removable panels for the cab and crew cab doors will be mounted with inserts. Self tapping screws will not be used.

MOUNTING PLATE ON ENGINE TUNNEL
Equipment installation provisions will be installed on the engine tunnel.

A .188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will be located to the left of the officer and on the rear of the tunnel. It will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.

The mounting surface will be gray, vinyl texture paint.

CAB INTERIOR
With safety as the primary objective, the wrap-around style, high impact ABS polymer cab instrument panel will be designed with unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road. The center console will be a high impact ABS polymer, and will be easily removable for access to the defroster. The center console will include louvers strategically located for optimal air flow and defrost capability to the windshield. The passenger side dashboard will be constructed of painted aluminum for durability and low maintenance. For enhanced versatility, the passenger side dash will include a flat working surface. To provide optional (service friendly) control panels, switches and storage modules, a three (3)-piece,

4mm thick polyethylene roto-molded overhead console will also be provided. To complete the cab front interior design, painted aluminum modesty panels will be provided under the dash on both sides of the cab. The driver side modesty panel will provide mounting for the battery switch and diagnostic connectors, while the passenger side modesty panel provides a glove box, and ground access to the main electrical distribution panel via quick quarter turn fasteners.

To provide a deluxe automotive interior, the engine tunnel will be covered by a leather grain vinyl that is resistant to oil, grease, and mildew. For durability and ease of maintenance, the cab interior side walls and rear wall will be painted aluminum.

The inner cab door panels will include grab handles and control panels molded into the upper section of the door panel. The door panels will extend 36.50" down from the door window.

The headliner will be installed in both forward and rear cab sections. The crew cab headliner will be one (1)-piece. The headliner panel will be a composition of a corrugated high density polyethylene panel covered with a sound barrier and upholstery. For quick, easy access of electrical wiring, or to perform other maintenance needs without stripping screws, the headliner will be held in place by a dual lock fastening system that will require no tools for installation or removal.

The cab structure will include designated raceways for electrical harness routing from the front of the cab to the rear upper portion of the cab. Raceways will be extruded in the forward door frame, floor, walls and overhead in the area where the walls meet the ceiling. The raceways located in the floor will be covered by aluminum extrusion, while the vertical and overhead raceways will be covered by a decorative composite panel. The raceways will improve harness integrity by providing a continuous harness path that eliminates wire chafing and abrasion associated with exposed wiring or routing through drilled metal holes. Harnesses will be laid in place, not pulled through holes drilled in aluminum tubing. Once laid in place, all harnesses will be held in position by a hook and loop fastening system. The hook and loop system will allow for bracket fastener points to not puncture harnesses. The raceways will include removable covers, providing maintenance personnel with quick and easy access for trouble shooting, or the addition of accessories. Harnesses will be located within the raceway behind the wire way cover.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be dark silver gray. All cab interior materials will meet FMVSS 302 (flammability of interior materials).

INTERIOR PAINT (CAB)

A rich looking interior will be provided by painting all the metal surfaces inside the cab gray, vinyl texture paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

CAB DEFROSTER

To provide maximum defrost and heating performance, a 54,961 BTU heater-defroster unit with 558 SCFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the roto-molded instrument panel. For easy access, a removable roto-molded cover will be installed over the defroster unit. The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

CAB/CREW CAB HEATER

Two (2) 36,702 BTU auxiliary heaters with 276 SCFM (each unit) of air flow will be provided inside the crew cab, one (1) within each rear facing seat riser. The heaters will include high performance dual scroll blowers, one (1) for each unit. Outlets for the heaters will be located below each rear facing seat riser and below the fronts of the driver and passenger seats, for efficient airflow. An extruded aluminum plenum will be incorporated in the cab structure that will transfer heat to the forward cab seating positions.

The heater/defroster and crew cab heaters will be controlled by a single integral electronic control panel. The heater control panel will allow the driver to control heat flow to the front and rear simultaneously. The control panel will include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel will include highly visible, progressive LED indicators for both fan speed and temperature. For increased convenience, an optional dual control for the passenger position will also be available.

AIR CONDITIONING

A high-performance, customized air conditioning system will be furnished inside the cab and crew cab. A 19.10 cubic inch compressor will be installed on the engine.

The air conditioning system will be capable of cooling the cab from 100 degrees Fahrenheit to 64 degrees Fahrenheit in the forward section of the cab, and 69 degrees Fahrenheit in the rear section of the cab, at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

A roof-mounted condenser with a 63,000 BTU output that meets and exceeds the performance specification will be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable.

The evaporator unit will be installed in the cab, located in the center of the cab ceiling over the engine tunnel. The evaporator will include two (2) high performance cores and plenums with multiple outlets, one (1) plenum directed to the front and one (1) plenum directed to the rear of the cab.

The evaporator unit will have a 49,000 BTU rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Two (2) will be directed towards the drivers location
- Two (2) will be directed towards the officers location
- Six (6) will be directed towards crew cab area

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

The air conditioner will be controlled by a single integral electronic control panel for the heater, defroster and air conditioner. For ease of operation, the control panel will include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel will include highly visible, progressive LED indicators for both fan speed and temperature. For added convenience, an optional dual control for the passenger position will also be available.

INTERIOR CAB INSULATION

The cab walls, ceiling, and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling. Headliners will be constructed from a 0.20" high density polyethylene corrugated material. Each headliner will be wrapped with a 0.25" thick foil faced poly damp low emissivity foam insulation barrier for acoustic and thermal control. For ease of installation and removal, all headliners will be held in place by a dual lock fastening system. Headliner installation requiring removal of mechanical fasteners will not be acceptable.

Designed for maximum sound absorption and thermal insulation, the rear cab wall will be insulated with 1.50" thick open cell acoustical foam. The thermal protection of the foam will provide an R-value of four (4) per 1.00" thickness.

WINDOW DEFROST FANS

A window defrost fan will be installed on the driver side ceiling of the cab tbd. The fan will be 6.50" diameter with four (4) blades and chrome guard. The fan will include a two (2) speed motor and a three (3) position Hi-Off-Lo toggle switch. The fan will provide 250 CFM air flow.

WINDOW DEFROST FANS

A window defrost fan will be installed on the passenger side ceiling of the cab tbd. The fan will be 6.50" diameter with four (4) blades and chrome guard. The fan will include a two (2) speed motor and a three (3) position Hi-Off-Lo toggle switch. The fan will provide 250 CFM air flow

SUN VISORS

Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

GRAB HANDLE

A black rubber covered grab handle will be mounted on the door post of the driver side and passenger side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHT

An engine compartment light will be installed under the engine hood, of which the switch is an integral part. Light will have a .125" diameter hole in its lens to prevent moisture retention.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface. The door will be 17.75" wide x 12.75" high and be flush with the wall of the engine tunnel.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. An additional port will be provided for filling the engine oil.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

RECORDS TRAY

Installed across from the officer's seat will be a records tray. The tray will be approximately 18.00" across x 10.00" high with a 1.00" retainer across the bottom.

The tray will be mounted on a smooth aluminum plate 18.00" wide x 10.00" deep. The plate will be mounted to the top surface of the dash, directly in front of the officer seat. This mounting plate will extend out approximately 2.00" past the edge of the dash to allow enough room to mount the records tray.

The tray and mounting plate will be constructed of .090" aluminum and will be painted to match the cab interior.

CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

FRONTAL IMPACT PROTECTION

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position

- Seat belts will be pre-tensioned to firmly hold the occupant in place

SIDE ROLL PROTECTION

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY

The seating capacity in the cab will be four (4).

DRIVER SEAT

A Pierce PS6® seat will be provided in the cab for the driver. The seat design will be a cam action type with air suspension. For increased convenience, the seat will include electric controls to adjust the rake (15 degrees), height (1.12" travel) and horizontal (7.75" travel) position. Electric controls will be located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 20 degrees back to 45 degrees forward. Providing for maximum comfort, the seat back will be a high back style with manual lumbar adjustment lever, for lower back support, and will include minimum 7.50" deep side bolster pads for maximum support. The lumbar adjustment lever will be easily located at the lower outboard position of the seat cushion. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

OFFICER SEAT

A Pierce, PS6®, seat will be provided in the cab for the passenger. The seat will be a cam action type with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not belted.

The seat back will be an SCBA back style with 7.5 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

RADIO COMPARTMENT

A compartment for the radio amplifier will be located on the floor of the cab behind the front passenger seat. A lift-up door with a chrome plated lift and turn latch will be provided for access. The compartment will be constructed of smooth aluminum and painted to match the cab interior.

REAR FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) rear facing, Pierce PS6® seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle. It will activate an alarm indicating a seat is occupied but not buckled.

The seat back will be an SCBA back style with 7.50 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be

adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing, Pierce PS6® seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled. The seat back will be an SCBA back style with 7.50 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt and firmly hold the occupant in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

EMS COMPARTMENT
An EMS compartment, 21.00" wide x 50.00" high x 14.00" deep with one (1) Gortite roll up door, non-locking, with white finish will be provided in the crew cab.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

COMPARTMENT LIGHT
There will be two (2) white Amdor LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

EMS COMPARTMENT
An EMS compartment, 42.00" wide x 44.00" high x 24.00" deep with one (1) Gortite roll up door, non-locking, with white finish will be provided in the crew cab. The compartment will be provided with no false floor.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

COMPARTMENT LIGHT
There will be two (2) white Amdor, LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

EMS COMPARTMENT
An EMS compartment, 21.00" wide x 50.00" high x 14.00" deep with one (1) Gortite roll up door, non-locking, with white finish will be provided in the crew cab.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

COMPARTMENT LIGHT
There will be two (2) white Amdor LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

SHELVING
There will be six (6) shelves provided. Each shelf will be constructed of 0.090" aluminum with a 1.25" up-turned lip. Shelving will be infinitely adjustable by means of a threaded tightener sliding in a track.

The location will be two (2) shelves in the driver side forward facing EMS cabinet, two (2) shelves in the center forward facing EMS cabinet and two (2) shelves in the passenger side forward facing EMS cabinet.

SEAT UPHOLSTERY
All Pierce PS6 seat upholstery will be gray woven with black Imperial 1200 material.

AIR BOTTLE HOLDERS
All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant

to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G. Bracket designs with manual restraints (belts, straps, buckles) that could be inadvertently left unlocked and allow the SCBA to move freely within the cab during an accident, will not be acceptable.

There will be a quantity of three (3) SCBA brackets.

Provided with the SCBA seats, will be backrest inserts which cover the SCBA cavity. The insert cover will be padded and covered with the same material as the seat. A total of three (3) inserts will be provided Officer and crew seats. The seat back insert is designed to support the firefighters back, with or without the SCBA bottle in place. The insert is held in place with two (2) elastic cords.

SEAT BELTS

All seating positions in the cab and crew cab will have red seat belts.

The belts will also include the Ready Reach® D-loop assembly to the shoulder belt system. The Ready Reach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.



SHOULDER HARNESS HEIGHT ADJUSTMENT

All seating positions furnished with 3-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter.

A total of four (4) seating positions will have the adjustable shoulder harness.

SEAT BELT MONITORING SYSTEM

A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to ten (10) seat positions indicating the status of each seat position with a green or red LED indicator as follows:

- Seat Occupied & Buckled = Green
- Seat Occupied & Unbuckled = Red
- No Occupant & Buckled = Red
- No Occupant & Unbuckled = Not Illuminated

Audible Alarm

The SBMS will include an audible alarm that will be activated when a red illumination condition exists and the parking brake is released, or a red illumination condition exists and the transmission is not in park.

HELMET STORAGE, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 14.1.8.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

HAND HELD LIGHT

There will be four (4) Streamlight LiteBox lights with an orange thermoplastic body provided. The location will be tbd at prebuild.

HAND HELD SPOTLIGHT

There will be a Specialty Lighting, Model 2150-1, hand held spotlight installed within reach of the officer seat. The light will be furnished with a 9 foot coil cord.

CAB INSTRUMENTATION

The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership.

GAUGES

The gauge panel will include the following ten (10) ivory gauges with chrome bezels to monitor vehicle performance:

- Voltmeter gauge (Volts)

  Low volts (11.8 VDC)

  Amber indicator on gauge assembly with alarm

High volts (15 VDC)

  Amber indicator on gauge assembly with alarm

Very low volts (11.3 VDC)

  Amber indicator on gauge assembly with alarm

Very high volts (16 VDC)

  Amber indicator on gauge assembly with alarm

- Tachometer (RPM)

- Speedometer (Primary (outside) MPH, Secondary (inside) Km/H)

- Fuel level gauge (Empty - Full in fractions)

  Low fuel (1/8 full)

  Amber indicator on gauge assembly with alarm

Very low fuel (1/32) fuel

  Amber indicator on gauge assembly with alarm

- Engine oil pressure gauge (PSI)

Low oil pressure to activate engine warning lights and alarms

Red indicator on gauge assembly with alarm

- Front air pressure gauge (PSI)

Low air pressure to activate warning lights and alarm

Red indicator on gauge assembly with alarm

- Rear air pressure gauge (PSI)

Low air pressure to activate warning lights and alarm

Red indicator on gauge assembly with alarm

- Transmission oil temperature gauge (Fahrenheit)

High transmission oil temperature activates warning lights and alarm

Amber indicator on gauge assembly with alarm

- Engine coolant temperature gauge (Fahrenheit)

High engine temperature activates an engine warning light and alarm

Red indicator on gauge assembly with alarm

- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions)

Low fluid (1/8 full)

Amber indicator on gauge assembly with alarm

All gauges and gauge indicators will perform prove out at initial power-up to ensure proper performance.

INDICATOR LAMPS

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant

- Trac cntl (traction control) (where applicable)

- Check engine

- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- SRS (supplemental restraint system) fault (where applicable)
- DEF (low diesel exhaust fluid level)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

ALARMS

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

INDICATOR LAMP AND ALARM PROVE-OUT

Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

CONTROL SWITCHES

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver.

Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active. Pressing the switch again disables the emergency master mode.

Headlight / Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking lights and the headlights. The second switch position will activate the parking lights. The third switch position will activate the headlights.

Panel backlighting intensity control switch: A three (3)-position momentary rocker switch will be provided. The first switch position decreases the panel backlighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the backlighting intensity. The third switch position increases the panel backlighting intensity to a maximum level as the switch is held.

The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications.

High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position. The second switch position will activate and deactivate the high idle function when pressed and released. The "Ok To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"Ok To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for three (3) to five (5) seconds. A green indicator lamp will be activated with vehicle ignition.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches will be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar will indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

CUSTOM SWITCH PANELS

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to four (4) switch panels in the overhead console on the officer's side and up to two (2) switch panels in the engine tunnel console facing the officer. All switches will have backlit labels for low light applications.

DIAGNOSTIC PANEL

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to

connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- SRS diagnostic port (where applicable)
- Command Zone USB diagnostic port
- Engine diagnostic switch (blink codes flashed on check engine telltale indicator)
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

CAB LCD DISPLAY

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A Whelen Model 3SR00FRR flashing red LED indicator light with a Whelen, Model 3FLANGEC chrome surface mount flange located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On".

The same circuit that activates the Do Not Move Apparatus indicator will activate a steady tone alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Hatch Door Open
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliqués. Documentation will be provided by the manufacturer indicating the rated cycle life of the switches. The switch panel(s) will be located in the overhead position above the windshield on the driver and passenger side overhead to allow for easy access.

Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout.

The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.

WIPER CONTROL

For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.

HOURMETER - AERIAL DEVICE

An hourmeter for the aerial device will be provided and located within the cab display or instrument panel.

AERIAL MASTER

There will be a master switch for the aerial operating electrical system provided.

AERIAL PTO SWITCH

A PTO switch for the aerial with indicator light will be provided.

SPARE CIRCUIT

There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC

- Power and ground will terminate One to officer side dash. Two more to rear center wall ems cabinet - up high. Last one to officer seat radio compartment.
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

RECESS, DASH PANEL

The dash panel across from the officer will be recessed to accommodate the mounting of miscellaneous items. The recess will be 8.25" down x 7.81" back and 20.88" wide.

RADIO WITH CD PLAYER

There will be a Panasonic™, AM/FM/Weather Band stereo radio with compact disc player and auxiliary input jack installed.

The compact disc stereo radio will be mounted within reach of the officer.

The quantity and location of the speakers will be one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab.

The type and location of the antenna will be a side-mounted antenna located on the passenger's side of the cab.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

GENERAL SCREEN DESIGN

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

HOME/TRANSIT SCREEN

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if equipped)
- Foam Level (if equipped)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

ON SCENE SCREEN

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)

- Active Alarms

VIRTUAL BUTTONS

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

PAGE SCREEN

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.
  - Systems
    - Command Zone
      - Module type and ID number
      - Module Version
      - Input or output number
      - Circuit number connected to that input or output
      - Status of the input or output
      - Power and Constant Current module diagnostic information
    - Foam (if equipped)
    - Pressure Controller (if equipped)
    - Generator Frequency (if equipped)
  - Live Data
    - General Truck Data
- Maintenance
  - Engine oil and filter

    - Transmission oil and filter
    - Pump oil (if equipped)
    - Foam (if equipped)
    - Aerial (if equipped)
- Setup
    - Clock Setup
    - Date & Time
        - 12 or 24 hour format
        - Set time and date
    - Backlight
        - Daytime
        - Night time
        - Sensitivity
    - Unit Selection
    - Home Screen
    - Virtual Button Setup
    - On Scene Screen Setup
    - Configure Video Mode
        - Set Video Contrast
        - Set Video Color
        - Set Video Tint
- Do Not Move
    - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicate
        - Driver Side Cab Door
        - Passenger's Side Cab Door
        - Driver Side Crew Cab Door
        - Passenger's Side Crew Cab Door
        - Driver Side Body Doors
        - Passenger's Side Body Doors
        - Rear Body Door(s)
        - Ladder Rack (if applicable)
        - Deck Gun (if applicable)
        - Light Tower (if applicable)
        - Hatch Door (if applicable)
        - Stabilizers (if applicable)
        - Steps (if applicable)
- Notifications
    - View Active Alarms

        - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
        - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)

Button functions and button labels may change with each screen.

VEHICLE DATA RECORDER

A vehicle data recorder (VDR) will be provided. The VDR will be capable of reading and storing vehicle information.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A CD provided with the apparatus will include the programming to download the information from the VDR. A USB cable can be used to connect the VDR to a laptop to retrieve required information.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position (7-12 Seating Capacity)
- Seat Belt Buckled Status - Yes/No by Position (7-12 Seating Capacity)
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

INTERCOM SYSTEM

There will be a five (5) position David Clark, Model U3800, intercom system with single radio interface at the driver, officer, and pump operator positions. Two (2) crew cab positions, located at both rear facing seats, will have radio listen / intercom only.

The following components will be supplied with this system:

- One (1) U3805 Radio cord junction module

- One (1) U3815 Radio interface module (Driver)
- One (1) U3811 Radio interface module (Officer)
- One (1) U3800 Intercom unit (1 Crew)
- One (1) C3820 Power cable
- One (1) U3801 Remote headset station (1 Crew)
- One (1) 18352G-16 Bulkhead connector kit (Pump)
- One (1) 13238P-01 Protector cap with lanyard (Pump)
- One (1) C3019 Belt station (Pump)
- All necessary cables and connectors will be provided

RADIO / INTERCOM INTERFACE INCLUDED

All radio interfaced stations will have universal radio interfaces installed. The interface wiring will be routed within the cab to Motorola XTL 5000, dash mount, single head .

UNDER THE HELMET HEADSET

There will be four (4) under the helmet, headset(s) provided ship loose with truck..



Each David Clark, Model H3442, headset will feature:

- 5' Coiled cord
- Noise cancelling electric microphone
- Flexible microphone boom rotates 200 degrees for left or right dress
- Microphone on/off button
- Comfort Gel Earseals
- 23 dB noise reduction

HEADSET HANGERS

There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard rear facing seat and passenger's side outboard rear facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

TWO WAY RADIO INSTALLATION

There will be one (1) customer supplied two way radio(s) sent to the apparatus manufacturers preferred radio installer to be installed tbd at prebuild per the shipping document.

No antenna mount or whip will be included in this option.

Specific radio shipping requirements will be followed.

RADIO ANTENNA MOUNT

There will be two (2) standard 1.125", 18 thread, NMO type antenna mounting base(s) installed One to the glove box officer side. One to the Motorola radio officer side - overhead. on the cab roof with high

efficiency, low loss, coaxial cable(s) routed within the cab / crew area to tbd at prebuild. . A weatherproof cap will be installed on the mount.

COMBO ANTENNA

There will be one (1) Antenna Plus, Model AP-CG, bolt on, low profile antenna(s) for Cellular, PCS, LTE, and GPS, installed on the cab roof. The antenna color will be black . The cables will be routed within the cab to the [Device, Cellular] , and the [Device, GPS] .

RADIO ANTENNA MOUNT

There will be three (3) standard 1.125", 18 thread antenna-mounting base(s) installed TBD on the cab roof with high efficiency, low loss, coaxial cable(s) routed to crew cab compartment located TBD . A weatherproof cap will be installed on each mount.



RADIO ANTENNA MOUNT

There will be one (1) standard antenna-mounting base(s), Model MATM, with 17 feet of coax cable and weatherproof cap provided for a two (2)-way radio installation. The standard mount will be located on the cab roof, just to the rear of the officer seat and the additional mount(s) will be located as recommended by engineering.. The cable(s) will be routed Two cables routed to officers side seat box. One to the dash in front of the officer. .

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse
- One (1) camera located on the passenger side of the apparatus, pointing rearward, displayed automatically with the passenger side turn signal
- One (1) camera located on the driver side of the apparatus, pointing rearward, displayed automatically with the driver side turn signal

The camera images will be displayed on the driver's color Mux display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located on the instrument panel.

The following components will be included:

- One (1) SV-CW134639CAI Camera
- Two (2) CS134404CI Side cameras
- One (1) Amplified speaker (if applicable)
- All necessary cables

FORWARD & INTERIOR RECORDING CAMERA SYSTEM

A dual camera, forward and interior, recording system with integrated GPS tracking and G-shock sensor will be provided on the windshield with recording media security lock.

The system will record speed, direction, location, vehicle number and date / time stamp in addition to the video images on a removable secure data card. Data can easily be downloaded without any user subscription fees.

Components will include:

- One (1) Rosco, Model DV231, with 32GB SDHC card

RECESS REAR CAMERA

A rear camera recess will be provided in the center at the rear .

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

SOLID-STATE CONTROL SYSTEM

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains

critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

CIRCUIT PROTECTION AND CONTROL DIAGRAM

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

ON-BOARD ELECTRICAL SYSTEM DIAGNOSTICS

Advanced on-board diagnostic messages will be provided to support rapid troubleshooting of the electrical power and control system. The diagnostic messages will be displayed on the information center located at the driver's position.

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

TECH MODULE WITH WIFI

An in cab module will provide Wifi wireless interface and data logging capability. (No Exception) The Wifi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a wifi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

PROGNOSTICS

A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events (no exceptions).

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

- Engine oil and filter
- Transmission oil and filter
- Pump oil (if equipped)
- Foam oil (if equipped)

- Aerial oil and filter (if equipped)

ADVANCED DIAGNOSTICS

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

VOLTAGE MONITOR SYSTEM

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

DEDICATED RADIO EQUIPMENT CONNECTION POINTS

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment.

The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

ENHANCED SOFTWARE

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

EMI/RFI PROTECTION

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be

provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.

4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

There will be four (4) 12 volt Exide®, Model 31S950X3W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

The batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of 3/16" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The compartments will include formed fit heavy-duty roto-molded polyethylene battery tray inserts with drains on each side of the frame rails. The batteries will be mounted inside of the roto-molded trays.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be installed on the battery box on the driver's side. This will allow enough room for easy jumper cable access.

BATTERY CHARGER/ AIR COMPRESSOR

There will be a Kussmaul™ Pump Plus 1200, Model # 52-21-1100, single output battery charger/air compressor system will be provided. A display bar graph indicating the state of charge will be included.

The automatic charger will maintain one (1) set of batteries with a maximum output current of 40 amps.

The 12-volt air compressor will be installed to maintain the air system pressure when the vehicle is not in use.

The battery charger will be wired directly to the AC shoreline inlet.

Battery charger/compressor will be located in the front left compartment over the stabilizer.

The battery charger indicator will be located behind the driver's door on the outside of the cab.

KUSSMAUL AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul Model 091-159-30-120, 30 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline will be connected to battery charger.

A mating connector body will be supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

SUB FEED CIRCUIT BREAKER BOX (SHORELINE)

A Cutler Hammer sub feed box will be supplied to protect the on board circuits when an auxiliary power source is used.

The box will be installed in the tbd at prebuild.

The sub feed box will distribute power to specific circuits in the vehicle.

A directory for each breaker will be provided adjacent to the circuit breaker panel.

Identification of circuits will be done in a durable manner that provides years of service.

ALTERNATOR

A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

12 VOLT OUTLETS (OTHER THAN CAB)

There will be two (2) 12 volt cigarette lighters provided on the apparatus, tbd at prebuild.

12 VOLT TO USB ADAPTER

There will be one (1) 12 volt cigarette lighter style to dual USB type A adapter(s) provided with loose equipment.

CUSTOMER RADIO WIRING

There will be two (2) 12 volt combination wiring leads of which each will include, one (1) battery direct, one (1) ignition and one (1) negative, for use with radio equipment. Each lead will be 18" long and be provided One to Motorola radio officer side overhead. The second to officer side for laptop - exact location tbd at prebuild.. The leads will be clearly marked and in a coil. A breaker rated for 20 amps will be provided for circuit protection of the battery direct powered lead with a minimum of 12 gauge wire. The ignition lead is for sensing purposes only.

The wires will be colored coded as follows:

- Red for battery direct
- Yellow for ignition
- Black for ground

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
    - If enabled:
        - "Load Man Hi-Idle On" will display on the information center.
        - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
    - ON = not shed
    - SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be four (4) rectangular halogen lights mounted in the front quad style, chrome trim housing on each side of the cab grille:

- The outside light on each side will contain a halogen low and high beam module.
- The inside light on each side will contain a halogen high beam module only.

DIRECTIONAL LIGHTS

There will be two (2) Whelen 600® series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be the same color as the LED's.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be seven (7) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.
- Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

INTERMEDIATE LIGHT

There will be two (2) Truck-Lite, kit number 30080Y with Model 30279Y 2.24" round LED lamps, gray flanges and plugs mounted, one (1) each side in the rear fender panel. The light will double as a turn signal and marker light. This installation will include a stainless steel cover.

PLATFORM CLEARANCE/MARKER/ID LIGHTS

There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed on the front of the aerial basket, centered.
- Two (2) amber LED clearance/marker lights will be installed, one (1) on each corner of the aerial basket visible from the side and the front of the vehicle.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) LED identification lights located at the rear installed per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

The lights will be mounted with an aluminum guard.

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

MARKER LIGHTS

There will be one (1) pair of amber and red LED marker lights with rubber arm, located TBD. The amber lens will face the front and the red lens will face the rear of the truck.

These lights will be activated with the running lights of the vehicle.

REAR FMVSS LIGHTING

There will be a pair of Weldon, Model 3884-0100-1*, LED tri tail lamp assemblies provided.

Each module will include the following:

- One (1) LED stop and tail light
- One (1) LED sequential turn light (right or left)
- One (1) LED backup light
- One (1) triple light, polished aluminum housing

The assemblies will be mounted on the face of the rear body compartments.

LICENSE PLATE BRACKET

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

MARKER LIGHTS

There will be one (1) pair of amber and red, Britax, Model L427.203.L12, LED marker lights with rubber arm, located rear tbd at prebuild. The amber lens will face the front and the red lens will face the rear of the truck and be the most rearward marker light.

These lights will be activated with the running lights of the vehicle.

MARKER LIGHTS

There will be one (1) pair of Truck-Lite, Model 33050, LED marker lights installed on the apparatus.

The lights will be located tbd at prebuild. These lights will be recessed to protect them from most damage.

Any lights placed on the side of the vehicle will be amber except at the rear most point of the side, which will be red. Any light to the rear of the vehicle will be red.

The marker lights will be wired to the running lights of the vehicle.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Truck-lite, Model 60354C, 6.00" x 2.00" oval white LED lights with Model 60700, grommets provided, one (1) for each cab and crew cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be one (1) Amdor LumaBar H2O, Model AY-9500-020, 20.00" LED weatherproof strip light with bracket provided under the passenger's side pump panel running board.

The light will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be one (1) Truck-Lite, Model 60354C, 6.00" x 2.00" oval LED 12 volt DC lights with Model 60700, grommets provided under the side turntable access steps.

The perimeter scene lights will be activated when the parking brake is applied.

STEP LIGHTS

Two (2) white LED step lights will be provided, one (1) on each side of the front body.

In order to ensure exceptional illumination, each light shall provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

SCENE LIGHTS

There will be one (1) pair of Zico, series ZQL-RV-H7614, scene lights installed tbd at prebuild as close as possible over the rear wheels. The lights will be controlled by a control from the driver side switch panel.

WORK LIGHTS

Two (2)-6.00" Unity AG deck lights will be provided at the rear of the apparatus. The lights will be furnished with a halogen flood bulb.

WATER TANK

It will have a capacity of 400 gallons and will be constructed of polypropylene plastic in a rectangular shape.

The joints and seams will be nitrogen welded inside and out.

The tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

The baffles will have vent openings at both the top and bottom of each baffle to permit movement of air and water between compartments.

The longitudinal partitions will be constructed of .38" polypropylene plastic and extend from the bottom of the tank through the top cover to allow positive welding.

The transverse partitions extend from 4" off the bottom to the underside of the top cover.

All partitions interlock and will be welded to the tank bottom and sides.

The tank top will be constructed of .50" polypropylene.

It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

It will be supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions.

Two of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump will be provided at the bottom of the water tank. The sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated "cradle" assembly constructed of structural steel.

Sufficient crossmembers are provided to properly support bottom of tank.

Crossmembers are constructed of steel bar channel or rectangular tubing.

Tank "floats" in cradle to avoid torsional stress caused by chassis frame flexing.

Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops are provided to prevent an empty tank from bouncing excessively while moving vehicle.

Tank mounting system is approved by the manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

HOSE BED

The hose body will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

The sides will not form any portion of the fender compartments.

The hose body width will be 68.00" inside.

The hose bed will be located ahead of the ladder turntable.

The hose bed will be equipped with one (1) adjustable partition located in the center of the bed.

Hose removal will be via "chutes" at each side of the body under the turntable area whenever compartmentation is not selected in place of the "chute". The hose chutes will be enclosed with a full height smooth aluminum door with a spring hinge at the top of the door.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration.

The grating slats will be .50" x 4.50" with spacing between slats for hose ventilation.

Hose capacity will be a minimum of 800 feet of 5.00" large diameter hose.

AERIAL HOSE BED HOSE RESTRAINT

The hose in the hose bed will be restrained by one black nylon Velcro strap at the top of the hose bed. The strap will be installed to the top of the hose bed side sheets.

HOSEBED HOSE RESTRAINT

A red hosebed cover will be furnished with awning rail (aluminum retainer) fasteners at the front and velcro fasteners on the sides. There will be 2.00" side release fasteners at the bottom of the rear body sheet below the hosebed. The flap at the rear will be chain weighted.

RUNNING BOARDS

The running boards will be fabricated of .125" bright aluminum treadplate and supported by structural steel angle assemblies bolted to the chassis frame rails.

Running boards will be11.75" deep and are spaced away from the body .50".

A splash guard will be provided to keep road dirt or water from splashing up onto the pump panels.

The running boards will have a riser on the body to protect the painted surface from damage by stepping on the running boards.

The entire surface of the running boards will be covered with bright aluminum treadplate.

TURNTABLE STEPS

Steps to access the turntable from the driver side will be provided just behind the compartmentation. The steps will be a swing-down design, with the stepping area made of Morton Tread-Grip® channel. The step height for the bottom step (the distance from the top surface of the step to the ground) will not exceed 24.00" with the step in its extended position. No step height (the distance between the top surfaces of any two (2) adjacent steps) will be greater than 14.00". The stepwell will be lined with bright aluminum treadplate to act as scuffplates. The steps will be connected to the "Do Not Move Truck" indicator. The sides of each step package will be modified to allow the rear handrail to be recessed. The rear handrail will not protrude past the body side sheets or above the rear deck.

STEP LIGHTS

There will be three (3) white LED step lights provided for the aerial turntable access steps.

In order to ensure exceptional illumination, each light shall provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The step lights will be actuated by the aerial master switch in the cab.

SMOOTH ALUMINUM REAR WALL

The rear wall will be smooth aluminum.

TOW EYES

Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the torque box. The inner and outer edges of the tow eyes will be radiused.

RUNNING BOARD HOSE RESTRAINT

A pair of 2.00" wide black nylon straps with Velcro fasteners will be provided for each hose tray to secure the hose during travel. There will be One (1) hose tray located in the passenger side running board.

HOSE TRAY

One (1) hose tray will be recessed in the passenger side running board.

Capacity of the tray will be 20.00' of 5.00" soft suction hose.

Rubber matting will be installed on the floor of the tray to provide proper ventilation.

COMPARTMENTATION

Compartmentation will be fabricated of .125" 5052 aluminum. The side compartments are an integral assembly with the rear fenders. Fully enclosed rear wheel housings will be provided to prevent rust pockets and for ease of maintenance. Due to the severe loading requirements of this aerial, a method of compartment body support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rail, which is the strongest component of the chassis and is designed for sustaining maximum loads.

A support system will be used which will incorporate a floating substructure by using Neoprene Elastomer isolators to allow the body to remain rigid while the chassis goes through its natural flex. The isolators will have a broad range of proven viability in vehicular applications, be of a fail safe design, and allow for all necessary movement in three (3) transitional and rotational modes. This will result in a 500 lb equipment rating for each lower compartment of the body.

The compartmentation in front of the rear axle will include a 3.00" steel support assemblies which are bolted to the chassis frame rails. A steel framework will be mounted to the body above these support assemblies connected to the support assemblies with isolators. There will be one support assembly mounted to each chassis frame rail.

The compartmentation behind the rear axle will include 3.00" steel support assemblies which are bolted to the chassis frame rails and extend underneath to the outside edge of the body. The support assembly will be coated to isolate the dissimilar metals before it is bolted to the body. There will be one (1) support assembly mounted to each chassis frame rail.

Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip. The compartment door openings are framed by flanging the edges in 1.75" and bending out again .75" to form an angle. Drip protection is provided over all door openings by means of bright aluminum extrusion or formed bright aluminum treadplate. Side compartment tops will be covered with bright aluminum treadplate with a 1.00" rolled over edge on the front, rear and outward side. The covers are fabricated in one (1) piece and have the corners welded. A bright aluminum treadplate cover will be provided on the front wall of each side compartment. All screws and bolts, which protrude into a compartment, will have acorn nuts at the ends to prevent injury.

The body design has been fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, stress coating and strain gauging have been performed with special attention given to fatigue life and structural integrity of the compartment body and substructure.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

All body compartments will have a minimum of one (1) set of louvers stamped into a wall to provide the proper airflow inside the compartment and to prevent water from dripping into the compartment. These louvers will be formed into the metal and not added to the compartment as a separate plate.

COMPARTMENTATION, DRIVER SIDE

A full height roll-up door compartment, ahead of the rear wheels, will be provided. The compartment will be 41.75" wide x 64.00" high x 24.25" deep inside the lower 61.00" and 12.00" in the upper portion with a clear door opening of 38.75" wide x 56.38" high.

One (1) roll-up door compartment will be located above the fender compartments and over the rear axles. The compartment will be 72.13" wide x 33.25" high x 24.25" deep inside the lower 30.25" and 12.00" in the upper portion with a clear door opening of 63.75" wide x 25.50" high.

The retracted roll-up door will consume approximately 8.00" in height and 12.00" in depth of the upper outboard portion of each compartment.

A compartment with a single pan stainless steel lift up door will be located above the front stabilizer. The compartment will be 24.25" wide x 15.50" high x 24.25" deep with a door opening of 18.50" wide x 12.75" high. The compartment will have an aluminum 4-way cover with access to the top of the cord reel and will be extended above the catwalk to accommodate the reel. A top-hinged horizontal lift up stainless steel door will be provided with pneumatic cylinders for payout of the cord. The three (3) sides of the door opening will have stainless steel scuffplates.

A full height roll-up door compartment, behind the rear wheels, will be provided. The compartment will be 43.75" wide x 49.25" high x 21.25" deep with a door opening of 40.75" wide x 41.62" high.

The retracted roll-up door will consume approximately 8.00" in height and 12.00" in depth of the upper outboard portion of each compartment.

One (1) lap door compartment will be located below the turntable. The compartment will be 39.38" wide x 18.38" high x 12.00" deep inside with a door opening of 35.00" wide x 14.88" high.

COMPARTMENTATION, PASSENGER SIDE

A full height roll-up door compartment, ahead of the rear wheels, will be provided. The compartment will be 41.75" wide x 64.00" high x 24.25" deep inside the lower 61.00" and 12.00" in the upper portion with a clear door opening of 38.75" wide x 56.38" high.

One (1) roll-up door compartment will be located above the fender compartments and over the rear axles. The compartment will be 72.13" wide x 33.25" high x 24.25" deep inside the lower 30.25" and 12.00" in the upper portion with a clear door opening of 63.75" wide x 25.50" high.

The retracted roll-up door will consume approximately 8.00" in height and 12.00" in depth of the upper outboard portion of each compartment.

A compartment with a single pan stainless steel lift up door will be located above the front stabilizer. The compartment will be 24.25" wide x 15.50" high x 24.25" deep with a door opening of 18.50" wide x 12.75" high. The compartment will have an aluminum 4-way cover with access to the top of the cord reel and will be extended above the catwalk to accommodate the reel. A top-hinged horizontal lift up stainless steel door will be provided with pneumatic cylinders for payout of the cord. The three (3) sides of the door opening will have stainless steel scuffplates.

A full height roll-up door compartment behind the rear wheels will be provided. The compartment will be 43.75" wide x 49.25" high x 21.25" deep inside the lower 29.75" and 12.00" deep in the upper portion with a door opening of 40.75" wide x 41.62" high.

The retracted roll-up door will consume approximately 8.00" in height and 12.00" in depth of the upper outboard portion of each compartment.

One (1) compartment will be located below the turntable with a lift-up door. The compartment will be 39.38" wide x 18.38" high x 12.00" deep inside with a door opening of 35.00" wide x 14.88" high.

COMPARTMENT IN PLACE OF TURNTABLE STEPS, PASSENGER SIDE

A roll-up door compartment will be provided in place of the turntable steps. The compartment will be 20.88" wide x 48.25" high x 12.00" deep inside with a door opening of 15.25" wide x 40.62" high.

The retracted roll-up door will consume approximately 8.00" in height and 12.00" in depth of the upper outboard portion of the compartment.

ROLL-UP DOOR, SIDE COMPARTMENTS

There will be seven (7) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by A&A Manufacturing (Gortite).

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from plus 180 to minus 40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from plus 300 to minus 40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the roll-up door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

REAR BUMPER

An 8.00" rear bumper will be furnished. The bumper will be constructed of steel framework and will be covered with polished aluminum treadplate. The bumper will be 7.00" deep x 5.00" high and will be spaced away from the body approximately 1.00". The corners of the bumper will be angled at 30 degrees. It will extend the full width of the body. The driver's side 12.00" portion will be notched to allow clearance for the elbow on the aerial inlet.

PULL STRAP, DOOR

There will be four (4) compartment doors provided with pull straps. The compartment door(s) to be provided with a pull strap will be D3, D4, P3 and P4.

COMPARTMENT LIGHTING

There will be ten (10) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment.The dual light strips will be in compartment(s): all body compartments and boom support compartments.

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

MOUNTING TRACKS

There will be 15 sets of tracks for mounting shelf(s) in D1, P2 and D4. These tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the compartment. The tracks will be painted to match the compartment interior.

ADJUSTABLE SHELVES

There will be nine (9) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be painted to match the compartment interior. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location will be tbd at prebuild .

SLIDE-OUT/TILT-DOWN TRAY

There will be one (1) slide-out tray provided.

The bottom of each tray will constructed of 0.188" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit.

A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 30 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation.

Rubber padded stops will be provided for the tray in both the stowed and extended positions.

The capacity rating of the tray will be a minimum of 215 lb in the extended position.

The vertical position of the tray within the compartment will be adjustable.

The tray(s) will be located D3.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be one (1) floor mounted slide-out tray(s) with 2.00" sides provided P2. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be painted to match compartment interior.

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

SWING OUT TOOLBOARD

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .20" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be DA finished and installed P4.

SLIDE-OUT TOOLBOARD

A slide-out aluminum toolboard will be provided.

It will be a minimum of 0.188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on an undermount-roller bearing type slide rated at 250 lb with a factor of safety of 2.

To ensure years of dependable service the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50 pound force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

The slide will be mounted on adjustable tracks side to side within the compartment.

The board will have positive lock in the stowed and extended position.

There will be Two (2) toolboard(s) provided. The toolboard(s) will be spatter gray painted and installed D4.

TOOLBOARD ADDED TO THREE QUARTER DEPTH SLIDE-OUT TRAY

An aluminum toolboard will be provided and mounted in a slide-out tray that is three quarters (3/4) the depth of the transverse compartment (tray not included). The toolboard will be constructed of 0.19" thick aluminum that is painted to match compartment interior. The toolboard will be provided with 0.20" diameter holes in a pegboard pattern with 1.00" centers between holes. A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The toolboard will span the full depth of the slide-out tray and will be as tall as possible for the specified mounting location.

The toolboard will be mounted on aluminum tracks to allow for side to side adjustment within the tray.

The total capacity rating of the toolboard will vary depending on the tray it is mounted in (capacity rating for the toolboard will match the capacity rating of the tray it is mounted in).

A total of One (1) toolboard(s) will be provided and mounted in the slide-out tray(s) located rear of partition in compartment 4.

PARTITION, VERTICAL COMPARTMENT

One (1) partition shall be bolted in drivers side front compartment tbd at prebuild. Each partition shall be the full vertical height of the compartment.

ALUMINUM PEGBOARD

Two (2) horizontally installed tracks, with .19" aluminum pegboard will be installed on the back wall of one (1) compartments. The holes will be .203" diameter , punched 1.00" on center. The pegboard will be spatter gray painted. The pegboard(s) will be located P4 .

Retainers will be used to mount the pegboard to the tracks.

REAR WALL

The entire rear surface of the apparatus and all the doors will be covered with smooth aluminum.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS

Stainless steel fender crowns will be provided around the rear wheel openings.

A rubber welting will be provided between the body and the crown to seal the seam and restrict moisture from entering.

HARD SUCTION HOSE

Hard suction hose will not be required.

HANDRAILS

The handrails will be 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

CORNER FENDER PANEL DOUBLE AIR BOTTLE STORAGE

A total of two (2) air bottle compartments will be provided in the upper corner(s) of the passenger side fender panel. The compartment(s) will be located on the passenger's side ahead of and behind the rear wheel. The air bottle compartment(s) will be in the form of a round tube (7.75" diameter maximum) and of adequate depth (26.00" maximum) to accommodate different size air bottles. The tubes will be mounted separately in a diagonal fashion, one above the other.

Flooring will be rubber lined and have a drain hole. A vertically hinged door with tapered corners and a flush mounted lift and turn latch will be provided for each compartment. The door will be polished stainless steel. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

THREE AIR BOTTLE STORAGE COMPARTMENT

A total of two (2) air bottle compartments will be provided and located one (1) on the driver's side and one (1) on the passenger's side centered between the tandem rear wheels. The air bottle compartment will consist of individual bins each designed to hold an air bottle with a maximum diameter of 7.63" and a maximum depth of 26.00".

Each compartment will hold three (3) air bottles stored horizontally. Each bottle will be separated by a partition.

Flooring will be rubber lined and have a drain hole. A drop down door with support cables with pair of flush lift & turn latches will be provided for each compartment. The door will be brushed stainless steel. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

AIR BOTTLE COMPARTMENT STRAP

Straps will be provided in the air bottle compartment(s) to help contain the air bottles. The straps will wrap around the neck of each bottle and attach to the wall of the compartment.

EXTENSION LADDER

There will be a 35', three (3) section, aluminum, Duo-Safety, Series 1225-A extension ladder provided.

AERIAL EXTENSION LADDER

There will be one (1) 24', two (2) section, aluminum, Series 900-A extension ladder(s) provided.

ROOF LADDER

There will be two (2) 16' aluminum, Duo-Safety, Series 875-A roof ladder(s) provided.

ADDED ROOF LADDER, PROVIDED BY FIRE DEPARTMENT

There will be two (2) roof ladder provided by the fire department. The ladder(s) will be a 18' Alco-Lite PRL-18.

ADDED ROOF LADDER

There will be one (1) 14' roof, aluminum, Series 775-A provided.

ATTIC EXTENSION LADDERS, AERIAL, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 9.7.1.1 requires one (1) extension ladder.

The extension ladder is not on the apparatus as manufactured. There will be one (1) extension ladder(s) provided and installed by the fire department. The ladder(s) will be a Duo-Safety Fresno 701.

AERIAL FOLDING LADDER

There will be one (1) 10' aluminum, Duo-Safety, Series 585-A folding ladder(s) provided.

GROUND LADDER STORAGE

The ground ladders are stored within the torque box and are removable from the rear.

Ladders will be enclosed to prevent road dirt and debris from fouling or damaging the ladders.

The ladders rest in full length stainless steel slides and are arranged in such a manner that any one ladder can be removed without having to move or remove any other ladder.

The rear most vertical support will be moved forward to allow hand clearance to access ladders.

A Gortite rollup door will be provided at the rear, double faced, aluminum construction and painted one (1) color to match the lower portion of the body. The latching mechanism will consist of a full length lift bar lock with latches on the outer extrusion of the door frame.

A stainless plate with a two bend flange and a stainless steel hinge will be provided to secure the aerial ladder complement. The plate assembly will be mounted to the bottom of the entrance of the torque box ladder storage area along with a polyethylene wear plate to prevent ladders from being scuffed by contacting metal parts.

When the plate is vertical, it will secure the ladders and prevent them from migrating to the rear of the apparatus. When the plate is down, the rollup door cannot close, which will activate the "Open Door Indicator Light" within the cab. The rollup door, together with hinge friction, will secure the plate in place during driving operations.

A door guard will be provided to prevent tools inside the torque box from damaging the rollup door.

PIKE POLES

There will be two (2) 12' pike pole(s) with fiberglass I-beam handles provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.

8 FT PIKE POLE

There will be two (2) 8' pike pole(s) with fiberglass I beam handles provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.

6 FT PIKE POLE

There will be two (2) 6' pike pole(s) with fiberglass I beam handles provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.

3 FT PIKE POLE

There will be two (2) 3' pike pole(s) with fiberglass shaft and "D" handles shipped loose.

PIKE POLE STORAGE

PVC tubing will be used for the storage of eight (8) pike poles and will be located torque box. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

PUMP

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.

-70% of rated capacity at 200 psi net pump pressure.

-50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the pump operator's pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

Another green indicator light will be installed adjacent to the hand throttle on the pump panel and indicate either the pump is engaged and the road transmission is in pump gear, or the road transmission is in neutral and the pump is not engaged. This indicator light will be labeled "Warning: Do not open throttle unless light is on".

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be cylindrical type and will be a separate unit. The heat exchanger will be installed in the pump or engine compartment with the control located on the pump operator's control panel. Exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE

An Akron relief valve will be installed on the suction side of the pump preset at 125 psig.

Relief valve will have a working range of 75 psig to 200 psig.

Outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

Control will be located behind an access door at the right (passenger's) side pump panel.

PRESSURE CONTROLLER

A Fire Research Pump Boss Model PBA200 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

THERMAL RELIEF VALVE

A Waterous Overheat Protection Manager (OPM) will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 140 Degrees F (60 C) and a red warning light that is triggered when the water in the pump reaches 180 F (82 C).

The warning light will act as an additional protection device if the temperature in the pump keeps rising after the valve opens. The warning light with a test switch will be mounted on the pump operator panel.

The discharge line will be plumbed to ground.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) CDs. Each manual will cover pump operation, maintenance, and parts.

PLUMBING

All inlet and outlet plumbing, 3.00" and smaller, will be plumbed with either stainless steel pipe or synthetic rubber hose reinforced with high-tensile polyester braid. If hose is used, it must have a minimum burst rating of 1,000 psi and be equipped with high pressure couplings. Larger inlets and outlets will be threaded or welded black iron pipe unless otherwise specified. Small diameter secondary plumbing such as drain lines will be stainless steel, brass or hose.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

All lines to drain through either a master drain valve or will be equipped with individual drain valves. All individual drain lines for discharges will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.



The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

RIGHT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

The location of the valve for the one (1) inlet will be behind the pump panel.

ANODE, INLET

Four (4) sacrificial zinc anodes will be provided in the water pump, two (2) on the intake side and two (2) on the discharge side to protect the pump from corrosion.

ADAPTER, INLET

Two (2) adapters for the inlets will be furnished with a special thread adapter, converting the National Standard hose thread to 3.234 x 6. A plug will be provided.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

LEFT SIDE DISCHARGE OUTLETS

There will be two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE DISCHARGE OUTLETS

There will be two (2) discharge outlets with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

There will be a 4.00" discharge outlet with a 3.00" valve with a 3.00" ball, installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a handwheel control with position indicator at the pump operator's control panel.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be Class 1 automatic drains provided at all low points of the piping.

DISCHARGE CAPS

Chrome plated, rocker lug, caps with chains will be furnished for all side discharge outlets.

The caps will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDERS

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

LEFT SIDE OUTLET ELBOWS

The two (2) discharge outlets, located on the left side pump panel, will be furnished with a 2.50" (F) National Standard hose thread x 3.234 x 6, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets, located on the right side pump panel, will be furnished with a 2.50" (F) National Standard hose thread x 3.234 x 6, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

ADDITIONAL RIGHT SIDE OUTLET ELBOWS

The 4.00" discharge outlets, located on the right side pump panel, will be furnished with a 4.00" (F) National Standard hose thread x 4.00" (M) National Standard hose thread, chrome plated, 45 degree elbow with cap.

ADAPTER

There will be two (2) adapters provided with 3.234 x 6 installed on aerial platform 2.5" outlet - and the 2.5" speedlay.

DISCHARGE OUTLET CONTROLS

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.

AERIAL OUTLET

The aerial waterway will be plumbed from the pump to the water tower line with 5.00" pipe and a 3.50" Waterous valve. The control for the waterway valve will be located at the pump operator's panel.

A pin indicator will be provided to show when the valve is in the "open" or "closed" position.

SPEEDLAYS WITH TRAY

Ahead of the pump enclosure will be two (2)-1.50" speedlay hose beds. Each bed will have a 1.50" preconnect line with a 2.00" quarter-turn ball valve and terminate with a 1.50" National Standard hose thread 90 degree swivel. The swivel will be located at the top of the speedlay compartment to allow easy removal of the hose in either direction.

Individual controls for the speedlays will be at the pump operator's panel.

Below the above speedlay will be one (1)-2.50" speedlay hose bed. This bed will have a 2.50" preconnect line with a 2.50" quarter-turn ball valve and terminate with a 2.50" National Standard hose thread 90 degree swivel. The swivel will be located at the top of the speedlay compartment to allow easy removal of the hose in either direction.

Each compartment will be capable of carrying 200 feet of double jacketed hose with the one (1) compartment located above the other. The upper two compartments will carry 1.75" hose and the lower compartment will carry 2.50" hose.

A removable tray will be provided for each speedlay hosebed. The speedlay trays will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying. The bottom of the speedlay compartments will be lined with stainless steel to allow the tray to slide with ease. Scuffplates will be provided on both sides, at the sides and bottom of each opening to protect the paint.

CROSSLAY/SPEEDLAY HOSE RESTRAINT

A heavy black nylon webbing made of 1.00" nylon strap with a 2.00" box pattern netting will be provided on the ends of crosslay(s) to secure the hose during travel. A strap with 1.00" side release will be located on each end above the crosslay(s) to secure the hose during travel.

The webbed netting will be in a one (1)-piece section. A driver side flap, passenger side flap and a top flap. The flaps will be fastened with 1.00" side release on all sides.

FOAM SYSTEM

A foam system will not be required on this apparatus.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

PUMP CONTROL PANELS (SIDE CONTROL)

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly marked.

The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners. The left (driver's) side will be fastened with screws.

The control panels will be 50.00" wide.

The gauge and control panels will be two (2) separate panels for ease of maintenance.

The side gauge panel will be hinged at the bottom with a full length stainless steel hinge. The fasteners used to hold the panel in the upright position will be quarter turn type. Vinyl covered cable or chains will be used to hold the gauge panel in the dropped position.

Polished stainless steel trim collars will be installed around all inlets and outlets.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

Identification tags for the discharge controls will be located directly above the control handle and recessed within the same casting as the guide.

All line pressure gauges will be mounted in individual chrome plated castings with the identification tag recessed in the casting below the gauge. All remaining identification tags will be mounted on the pump panel in chrome plated bezels. Mounting of the castings and identification bezels will be done with a threaded peg cast on the back side of the bezel or screws.

PUMP PANEL CONFIGURATION

The pump panel configuration will be neat and orderly.

PUMP OPERATOR'S PLATFORM

A pull out, flip down platform will be provided at the pump operator's control panel.

The front edge and the top surface of the platform will be made of DA finished aluminum with a Morton Cass insert.

The platform will be approximately 13.75" deep when in the stowed position and approximately 22.00" deep when extended. The platform will be 35.00" wide. The platform will lock in the retracted and the extended position.

The platform will be wired to the "step not stowed" indicator in the cab.

PUMP OPERATOR'S PLATFORM PERIMETER LIGHT

There will be an On Scene Solutions, Model Night Stick Access, 20.00" white 12 volt DC LED strip light provided to illuminate the ground area.

PUMP AND GAUGE PANEL

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

The passenger's side pump panel will be vertically hinged and fastened with lift and turn fasteners. The driver's side operators pump panel will be secured using screws. The upper driver's side gauge panel will be horizontally hinged and fastened with lift and turn latches.

PUMP COMPARTMENT LIGHT

There will be two (2) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

There will be a switch accessible through a door on the pump panel included with this installation.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

COMPARTMENT FORWARD OF PUMP PANEL

A compartment will be provided on each side of the apparatus, forward of the pump panel, utilizing the available depth full width of the cab to the boom support.

Each compartment will be 8.00" wide x 22.75" deep. The height of each compartment will be the same as the cab (raised roof).

Compartment will be made of bright aluminum treadplate.

A single pan door, fabricated from bright aluminum treadplate, will be provided for each compartment. Two (2) "D-Handle" latches will be provided on each door.

RADIO SPEAKER W/SWITCH

A black Standard Horizon Model MLS-310 amplified, weatherproof speaker with volume control and off position will be mounted to a bracket behind an opening in the pump panel. The cables will terminate at tbd.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

WATER LEVEL GAUGE

There will be two (2) additional water level indicator, Whelen®, Model PSTANK, LED module installed one (1) each side rearward of the crew cab doors and one (1) at the rear.

This light module will include four (4) colored levels, and function similar to the water level indicator located at the operators panel:

- First green module indicates a full water level
- Second blue module indicates a water level above 3/4 full
- Third amber module indicates a water level above 1/2 full
- Last red module indicates a water level above 1/4 full and empty
    - Above 1/4 this light will be steady burning
    - At empty this light will be flashing

This module will be activated when the parking brake is set.

LIGHT SHIELD

There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.

- There will be 12 volt DC white LED lights installed under the stainless steel light shield to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

There will be a green pump engaged indicator light activated on at the operator's panel when the pump is shifted into gear from inside the cab.

ADDITIONAL LIGHT SHIELD

An additional polished, 16 gauge stainless steel light shield will be provided above passenger's side pump panel.

- There will be 12 volt DC white LED lights installed under the light shield to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.

AIR HORN SYSTEM

Two (2) Grover Stuttertone air horns, 24.00" long, will be provided and located in the front bumper, recessed TBD. The horn system will be piped to the air brake system wet tank utilizing .38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

AIR HORN CONTROL

The air horns will be actuated by a foot switch on the officer's side and by the horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

ELECTRONIC SIREN

A "Carson", model SA-441-10F MagForce, 200watt, electronic siren with remote head, dual tone and noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be recessed in the overhead console above the engine tunnel on the driver side.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be two (2) speakers, Code 3®, Model PB100C, with chrome finish provided. Connection will be connected to the siren amplifier.

There will be one (1) speaker recessed in the passenger's side and one (1) speaker recessed in the driver's side of the front bumper.

AUXILIARY MECHANICAL SIREN

A Federal Q2B® siren will be furnished. A siren brake button will be installed on the switch panel.

The control solenoid will be powered up after the emergency master switch is activated.

The mechanical siren will be mounted on the bumper deck plate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

The mechanical siren will be actuated by a foot switch located on the officer's side.

LIGHTBARS (CAB ROOF)

There will be two (2) 24.00" Whelen LED lightbars mounted on the cab roof, one (1) on each side, above the driver's and passenger's door, facing forward.

Each lightbar will include the following:

- One (1) red flashing LED module facing forward.

- Two (2) red flashing corner LED module, one (1) in each front corner.
- One (1) red flashing LED module on the end facing to the side.

All the lenses will be the same color as the LED's.

There shall be a switch located in the cab on the switch panel to control the lightbars.

FRONT ZONE UPPER LIGHTING, PLATFORM

Two (2) Whelen model M6R, red flashing LED lights will be located at the front of the platform basket facing forward. The color of the lenses will be the same color as the LED's.

These lights are required to meet or exceed the NFPA Front upper zone optical warning light requirements.

These lights will be deactivated when the ladder is lifted from the stowed position.

The lights will be controlled by the same switch as the lightbars. The rocker switch will be provided on the cab instrument panel.

The lights will be located TBD and be provided with with a flange.

TRAFFIC LIGHT CONTROLLER

There will be a GTT, Model 794* LED Opticom traffic light controller with national standard high priority remote mounted on the front edge of the cab tbd at prebuild.

The Opticom traffic light controller will be activated by a cab switch with emergency master control.

The Opticom traffic light controller will have no momentary activation switch.

The Opticom traffic light controller will be disabled when the parking brake is applied.

WARNING LIGHTS (CAB ROOF SIDES)

Two (2) 24.00" Whelen, Freedom, Mini LED lightbars will be mounted on the roof, one (1) on each side, over the cab doors.

Each lightbar will include the following:

- Two (2) red flashing corner LED modules
- Two (2) red flashing LED lights

There will be a switch located in the cab on the switch panel to control the lightbars.

Each lightbar will be furnished with a clear lens.

CAB FACE WARNING LIGHTS

There will be two (2) Whelen, Model 60*02F*R, LED lights installed on the cab face, above the headlights provided with 6E or 64 flange kit.

The color of these LEDs will be driver side red Super LED/clear lens, passenger side blue Super LED/clear lens.

There will be a switch located in the cab on the switch panel to control the lights.

DIRECTIONAL (FRONT), ADDITIONAL

A pair of Whelen Model: 60A00TAR, LED amber populated arrow front turn signals will be provided in place of the standard directional light.

The turn signals will be see Joplin previous job 23416 component # 558738.

The lights will be provided with a flange.

SIDE ZONE LOWER LIGHTING

There will be four (4) Whelen®, Model 60*02F*R, flashing LED warning lights located in the following positions:

- Two (2) lights, one (1) each side on the front cab corner
  - The color of these lights will be split red/blue Super LED/clear lens both sides
- Two (2) lights, one (1) each side located between the tandems
  - The color of these lights will be split red/blue Super LED/clear lens

There will be a switch located in the cab on the switch panel to control the lights.

These lights will be installed with a flange.

INTERIOR CAB DOOR WARNING LIGHTS

There will be four (4) Whelen®, Model 50*00F*R, LED flashing lights with a Whelen, flange provided, one (1) light located inside of each cab and crew cab door pan.

The color of the lights will be amber.

Each light will be activated by the door jam switch of the associated door. The lights will alternately flash whenever the corresponding door is open.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model 60*02F*R, flashing LED warning lights located at the rear of the apparatus.

The color of these lights will be driver side red Super LED/clear lens, passenger side blue Super LED/clear lens.

There will be a switch in the cab on the switch panel to control these lights.

These lights will be installed with a flange.

REAR WARNING LIGHTS

There will be two (2) Whelen®, Model M9*C, LED flashing warning light(s) with bezel(s) provided above the taillights .

The color of these light(s) will be red.

These light(s) will be controlled with the rear upper warning switch.

These light(s) will include a lens that is clear.

REAR/SIDE ZONE UPPER WARNING LIGHTS

There will be two (2) Whelen®, Model L31H*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons.

The color of the lights will be red LEDs with both domes red.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen model TAL85 46.81" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen model TACTLD1 control head will be included with this installation.

The auxiliary warning mode will be activated with the rear zone upper warning lights.

This traffic directing light will be mounted on top of the body below the turntable with a treadplate box at the rear of the apparatus.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

ELECTRICAL SYSTEM GENERAL DESIGN FOR ALTERNATING CURRENT

The following guidelines will apply to the 120/240 VAC system installation:

General

Any fixed line voltage power source producing alternating current (ac) line voltage will produce electric power at 60 cycles plus or minus 3 cycles.

Except where superseded by the requirements of NFPA 1901, all components, equipment and installation procedures will conform to NFPA 70, National Electrical Code (herein referred to as the NEC).

Line voltage electrical system equipment and materials included on the apparatus will be listed and installed in accordance with the manufacturer's instructions. All products will be used only in the manner for which they have been listed.

Grounding

Grounding will be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded systems will not be used. Only stranded or braided copper conductors will be used for grounding and bonding.

An equipment grounding means will be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC.

The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC.

In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. This conductor will have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor properly sized to meet the low voltage and line voltage requirements will be permitted to be used.

All power source system mechanical and electrical components will be sized to support the continuous duty nameplate rating of the power source.

Operation

Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, will be permanently attached to the apparatus at any point where such operations can take place.

Provisions will be made for quickly and easily placing the power source into operation. The control will be marked to indicate when it is correctly positioned for power source operation. Any control device used in the drive train will be equipped with a means to prevent the unintentional movement of the control device from its set position.

A power source specification label will be permanently attached to the apparatus near the operator's control station. The label will provide the operator with the information detailed in Figure 19-4.10.

Direct drive (PTO) and portable generator installations will comply with Article 445 (Generators) of the NEC.

Overcurrent protection

The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device will not exceed 144.00" (3658 mm) in length.

For fixed power supplies, all conductors in the power supply assembly will be type THHW, THW, or use stranded conductors enclosed in nonmetallic liquid tight flexible conduit rated for a minimum of 194 degree Fahrenheit (90 degrees Celsius).

For portable power supplies, conductors located between the power source and the line side of the main overcurrent protection device will be type SO or type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees Fahrenheit (90 degrees Celsius).

Wiring Methods

Fixed wiring systems will be limited to the following:

- Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)
- or
- Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)

Electrical cord or conduit will not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring will be run as follows.

- Separated by a minimum of 12.00" (305 mm), or properly shielded, from exhaust piping
- Separated from fuel lines by a minimum of 6.00" (152 mm) distance

Electrical cord or conduit will be supported within 6.00" (152 mm) of any junction box and at a minimum of every 24.00" (610 mm) of continuous run. Supports will be made of nonmetallic materials or corrosion protected metal. All supports will be of a design that does not cut or abrade the conduit or cable and will be mechanically fastened to the vehicle.

Wiring Identification

All line voltage conductors located in the main panel board will be individually and permanently identified. The identification will reference the wiring schematic or indicate the final termination point. When prewiring for future power sources or devices, the unterminated ends will be labeled showing function and wire size.

Wet Locations

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, will be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location will be not less than 24.00" (610 mm) from the ground. Receptacles on off-road vehicles will be a minimum of 30.00" (762 mm) from the ground.

The face of any wet location receptacle will be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle will be installed in a face up position.

Dry Locations

All receptacles located in a dry location will be of the grounding type. Receptacles will be not less than 30.00" (762 mm) above the interior floor height.

All receptacles will be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they will be so marked.

Listing

All receptacles and electrical inlet devices will be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages will be rated for the appropriate service.

Electrical System Testing

The wiring and associated equipment will be tested by the apparatus manufacturer or the installer of the line voltage system.

The wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900-volts for one (1) minute. The test will be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test will be conducted after all body work has been completed.

Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

Operational Test per Current NFPA 1901 Standard

The apparatus manufacturer will perform the following operation test and ensure that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order. The test will be witnessed and the results certified by an independent third-party certification organization.

The prime mover will be started from a cold start condition and the line voltage electrical system loaded to 100 percent of the nameplate rating.

The power source will be operated at 100 percent of its nameplate voltage for a minimum of two (2) hours unless the system meets category certification as defined in the current NFPA 1901 standard.

Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current NFPA 1901 standard will be applied to the low voltage electrical system during the operational test.

GENERATOR

The apparatus will be equipped with a complete electrical power system. The generator will be a Smart Power HR-10, 10.0 kW hydraulic unit. The wiring and generator installation will conform to the present National Electrical Codes Standards of the National Fire Protection Association. The installation will be designed for continuous operation without overheating and undue stress on components.

Generator Performance

- Continuous Duty Rating: 10,000 watts

- Nominal Volts: 120/240

- Amperage: 83 @ 120 volts, 42 @ 240 volts

- Phase: Single

- Cycles: 60 hertz

- Engine Speed at Engagement: Idle

- RPM range: 800 to 3,300

Generator Dimensions

- Length: 32.0 inches

- Width: 13.50 inches

- Height: 17.00 inches

- Weight: 266 pounds

The output of the generator will be controlled by an internal hydraulic system. An electrical instrument gauge panel will be provided for the operator to monitor and control all electrical operations and output.

The generator will utilize the main chassis transmission to power the generator. The generator will be driven by an engine transmission power take off unit, through a hydraulic pump and motor.

The generator will be operable in the stationary mode with an electrical control inside the cab with a pilot light to note engagement. The hydraulic engagement supply will be operational at any time (no interlocks).

An electric/hydraulic valve will supply hydraulic fluid to the clutch engagement unit provided on the chassis PTO drive.

Generator Instruments and Controls

To properly monitor the generator performance a meter panel will be furnished and mounted next to the circuit breaker panel. The unit will be a single phase, three (3)-wire, 120/240 volt series. The following instruments will be installed in the panel if not specified on the generator:

- One (1) Voltmeter

- Two (2) Ammeters

- One (1) Frequency Meter

- One (1) Hour Meter on the Generator

- One (1) "PTO" Engagement Green Indicator Light

- One (1) "Power On" Green Indicator Light

- Two (2) Fuse Holders with Two (2) Amp Fuses (for gauge protection)

The gauges and controls will be installed near eye level in the compartment. Instruments will be flush mounted in an appropriate sized weatherproof electrical enclosure. All instruments used will be accurate within +/- two (2) percent. The load center will have a circuit breaker to assure overload protection. The breaker furnished will be properly sized to the generator output.

Generator Wiring:

The system will be installed by highly qualified electrical technicians to assure the required level of safety and protection to the fire apparatus operators. The wiring, electrical fixtures and components will be to the highest industry quality standards available on the domestic market. The equipment will be the type as designed for mobile type installations subject to vibration, moisture and severe continuous usage. The following electrical components will be the minimum acceptable quality standards for this apparatus:

Wiring:

All electrical wiring will be fine stranded copper S.O. type. The wire will be sized to the load and circuit breaker rating; ten (10) gauge on 30 amp circuits, 12 gauge on 20 amp circuits and 14 gauge on 15 amp circuits. The S.O. cable will be run in corner areas and extruded aluminum pathways built into the body for easy access.

Load Center:

The main load center will contain circuit breakers rated to load demand.

Circuit Breakers:

Individual breakers will be provided for all on-line equipment to isolate a tripped breaker from affecting any other on-line equipment.

GENERATOR LOCATION

The generator will be mounted in the in the area over the pump on the left side. The flooring in this area will be either reinforced or constructed in such a manner that it will handle the additional weight of the generator.

GENERATOR START

There will be a switch provided on the cab instrument panel to engage the generator.

GENERATOR REMOTE START

There will be a generator remote start/stop switch with indicator light located tbd at prebuild.

CIRCUIT BREAKER PANEL

The circuit breaker panel will be located in the compartment above the driver's side front stabilizer.

120 VOLT LIGHTING

There will be two (2) Fire Research Model FCA851-S75 Focus 750 watt 120 volt, light(s) provided one (1) on the driver's side and one (1) on the passenger's side side of the cab on the front eyebrow over the windshield.

The light(s) will be mounted on bracket(s) on the front of the cab roof that allows the light(s) to be installed below the lightbar.

The lights selected above will be controlled by the circuit breaker located in the breaker panel as well as a switch in the following locations:

passenger side switch panel

pump operator's panel

no additional switch location

120 VOLT LIGHTING

There will be Two (2) Fire Research Spectra, Model SPA530-K20, white 120 volt AC LED scene light(s) e provided on push up, side mount pole(s) located TBD.

The light(s) selected above will be controlled by the circuit breaker included in the AC breaker panel as well as following:

- a switch at the driver's side switch panel
- a switch at the passenger's side switch panel
- a switch at the pump operator's panel
- no additional switch location

These lights will be connected to the Do Not Move Truck Indicator circuit.

240 VOLT LIGHTING

The apparatus will be equipped with a side mount, bottom raise, telescoping flood light The light will be a Fire Research Model FC530-M15 with a Focus lamp head. The lamp head will be 240 volt, 1500 watts, that draws 6.3 amps. The lamp head will swivel 360 degrees left or right and tilt up and down.

All wiring used up to the junction box will be a minimum of 14 gauge 3 wire cable that is properly supported and protected from damage.

A total of Two (2) will be provided rear of pump house each side..

120 VOLT LIGHTING

There will be four (4) Fire Research, Model FCAKR700-S75-ON-HD-**, 120 volt AC halogen flood light(s) with switch, ground base and quick release truck mount brackets provided tbd at prebuild.

The painted parts of this light assembly to be white with a white bezel.

There will be a 20 amp, 120 volt twist lock receptacle and plug included with each light selected.

FLOOD LIGHT SWITCHES

Remote on/off actuation switches will be provided in two (2) locations to control Four (4). These floodlight switches can be used to actuate the tbd at prebuild. The location of the two (2) switches will be on the pump panel and officer position.

ELECTRIC CORD REEL

Furnished with the 120-volt AC electrical system will be an Akron cord reel. The reel will be provided with a 12-volt electric rewind switch that is guarded to prevent accidental operation and labeled for its intended use. The switch will be protected with a fuse and installed at a height not to exceed 72.00" above the operators standing position.

The reel will be capable holding 12/3, 600-volt cable or 10/3, 600-volt cable.

The exterior finish of the reel(s) will be painted job color matching the body exterior.

A captive roller assembly to be provided to aid in the payout and loading of the reel. A ball stop will be provided to prevent the cord from being wound on the reel.

A label will be provided in a readily visible location adjacent to the reel. The label will indicate current rating, current type, phase, voltage and total cable length.

A total of two (2) cord reels will be provided one (1) above the pump area on the left side and one (1) above the pump area on the right side.

The cord reel should be configured with three (3) conductors.

Reel Warranty
The electric reel will come with a **five (5)-year** warranty provided by the reel manufacturer.

CORD
Provided for electric distribution will be two (2) lengths, one (1) for each reel, of 200 feet of yellow 10/3 electrical cord, weather resistant 105 degree Celsius to -50 degree Celsius, 600 volt jacketed SOOW cord. A Hubbell L5-20, 20 amp, 120 volt, twist lock connector body will be installed on the end of the cord.

PORTABLE JUNCTION BOX
There will be a total of two (2) electrical junction box(es), listed for use in wet locations and provided with light to indicate power on. Each box will be designed to keep the exterior electrical components above 2.00" of standing water, protected from corrosion, and capable of being carried with a gloved hand.



There will be a cable strain relief and a 1.00' pigtail with wire mesh grip, NEMA L5-20, 20 amp, 120 volt twist lock plug and boot provided for each box. Each box will be powder coated red .

Each Akron, EJBX, box will be provided with the following receptacles:

- One (1) 120 vac, 20 amp straight blade duplex (household) receptacle
- Three (3) 120 vac, 20 amp twist lock receptacles

ROLLER GUIDE
A captive roller assembly will be installed in a body sheet to aid in the payout of the cord from a reel mounted in a compartment. There will be one (1) for each reel for a total two (2) roller guides.

above pump panel.

JUNCTION BOX HOLDER
There will be an aluminum junction box holder installed adjacent to the cord reel. A total of two (2) will be mounted at pick-up.

THREE SECTION 100 FOOT AERIAL PLATFORM

GENERAL INFORMATION
It is the intent of these specifications to describe a telescoping, elevating platform. The unit will consist of a three (3) section, aluminum ladder with a self-leveling basket attached, to the ladder fly section.

OPERATION ON GRADES
The aerial unit will be capable of operating safely, on any slope up to 10 degrees at full capacities. (Operation beyond this limit will be at the operator's discretion.)

CONSTRUCTION STANDARDS

The ladder will be constructed to meet all of the requirements as described in the current edition of NFPA 1901 standards. Some portions of this specification exceed minimum NFPA recommendations. They will be considered a minimum requirement to be met.

A safety factor of 2:1 is required for environmental loading (wind plus .25" of ice build-up). This structural safety factor will apply to all structural aerial components including turntable and torque box stabilizer components. Definition of the structural safety factor will be as outlined in NFPA standards:

DL = Dead load stress. Stress produced by the weight of the aerial device and all permanently attached components.

RL = Rated capacity stress. Stress produced by the rated capacity load of the ladder.

WL = Water load stress. Stress produced by nozzle reaction force and the weight of water in the water delivery system.

FY = Material yield strength. The stress at which material exhibits permanent deformation.

2.25 x DL + 2.25 x RL + 2.25 x WL equal to/less than FY. The minimum NFPA specification is exceeded here by providing a safety factor above 2:1 while flowing water.

2.0 x DL + 2.0 x RL + 2.0 x WL + 2.0 x wind loading equal to/less than FY.

The RL is reduced with a .25" ice build up to maintain a minimum 2:1 structural safety factor.

An independent engineering firm will verify the aerial safety factor. Design verification will include computer modeling and analysis, and extensive strain gauge testing witnessed by an independent registered professional engineer. Verification will include written certification from the independent engineering firm made available by the manufacturer upon request from the purchaser.

All welding of aerial components, including the aerial ladder sections, turntable, pedestal, and outriggers will be performed by welders who are certified to American Welding Society (AWS) standards. The weldment assemblies of each production unit will be tested visually and mechanically by an ASNT certified level II non-destructive test technician to comply with NFPA standards. Testing procedures will conform to the AWS standards guide for non-destructive testing. Test methods may include dye penetrant, ultrasound, and magnetic particle where applicable.

LADDER CONSTRUCTION

The ladder will be comprised of three (3) sections and will extend to a nominal height, of 100 feet above the ground, as measured by 1901 recommendations.

The ladder will be designed to provide continuous egress for firefighters and civilians from an elevated position to the ground. To insure a high strength to weight ratio and an inherent corrosion resistance, the

aerial ladder will be completely constructed of high-strength aluminum. All side rails, rungs, handrails, uprights, and K braces will be made of structural 6061T6 alloy aluminum extrusions.

All material will be tested and certified by the material supplier. All ladder sections will be semi-automatically welded by shielded arc welding methods using 5356 aluminum alloy welding wire. Structural rivets or bolts will not be utilized in the ladder weldment sections.

The aerial ladder will consist of three (3) welded, extruded aluminum telescopic ladder sections. Each ladder section will consist of two (2) extruded aluminum side rails and a combination of aluminum rungs, tubular diagonals, verticals and two (2) full-length handrails. The rungs on all sections will be K braced for maximum lateral stability. This K bracing will extend to the center of each rung to minimize ladder side deflection.

The ladder rungs will be designed to eliminate the need to replace rubber-rung covers. The rungs will be spaced on 14.00" centers and have an integral skid-resistant surface as outlined in NFPA standards. An oval shaped rung will be utilized to provide a larger step surface at low angles and more comfortable grip at elevated positions. The minimum design load will be 500 lbs. distributed over a 3.50" wide area as outlined in NFPA standards.

Each aerial ladder section will have heat sensor labels that are preset to 300 degrees Fahrenheit with expiration year. The heat labels will meet NFPA standards.

The aerial ladder will exceed NFPA standards governing the minimum ladder section width and handrail height:

- Base section: 42.38" wide x 36.00" high

- Mid-section: 32.63" wide x 31.25" high

- Fly section: 24.00" wide x 27.38" high

VERTICAL HEIGHT

The ladder will extend to a minimum height of 100' above the ground at full extension and elevation. The measurement of height will be consistent with NFPA standards.

HORIZONTAL REACH

The rated horizontal reach will be 91'9". The measurement of horizontal reach will be consistent with NFPA standards.

OPERATION RANGE

The operating range of the ladder will be 11.5 degrees below horizontal (10 degrees with deep notch cab) to 76 degrees above horizontal with the truck in a level position.

The aerial will be capable of rotating from side-to-side around the back of the truck, encompassing up to 235 degrees of continuous rotation (depending on equipment and where it is located), while the aerial

device remains at 11.5 degrees below horizontal (10 degrees with a deep notch cab). This will ensure that the platform stepping surface does not exceed the NFPA recommended maximum step height during a continuous rotation of up to 235 degrees.

MOUNTING OF ELEVATING PLATFORM

The aerial device will be rear mounted, to a torque box, on the truck chassis. Midship mounted aerial devices will not be acceptable.

TORQUE BOX

A "torsion box" subframe will be installed between the two sets of stabilizers. The torque box will be constructed of a minimum .312" steel plate (50,000 pounds per square inch yield) with steel tubing reinforcement, on each side of the box, in the turntable area. The dimensions of the torque box will be 41.00" wide x 29.00" high x 247.63" long. There will be a 1/2" gap between the torque box and the frame rails to promote drying of the surfaces and reduce the effect of corrosion. The torque box subframe assembly will be capable of withstanding all torsional and horizontal loads when the unit is on the stabilizers. The torque box will be bolted to the chassis frame rails using thirty-six .750" SAE grade 8 bolts with nuts.

TURNTABLE

The turntable will be a 1.00" thick aluminum deck, covered with a non-skid, chemical resistant material in the walking areas. The stepping surfaces will meet the skid-resistance requirements of the current NFPA 1901 standard.

The turntable will be lighted by a minimum of two (2) LED strip lights activated by the aerial master switch.

The turntable will measure 88.50" long x 87.88" wide. The turntable will include an enclosure for the hydraulic valves and rotation motor, which will also serve as a step, for access to the ladder.

The turntable handrails will be a minimum 42.00" high and will not increase the overall travel height of the vehicle. The handrails will be constructed out of aluminum and have a slip resistant knurled surface.

The upper turntable assembly will connect the aerial ladder to the turntable bearing. The steel structure will have a mounting position for the aerial elevation cylinders, ladder connecting pins, and upper turntable operator's position.

A 54.24" diameter turntable bearing with a 3.25" drive gear face will be bolted to the top of the bearing mounting plate with .88" diameter Grade 8 plated bolts. The gear teeth will be stub tooth form. The rated overturning moment of the turntable bearing will be a minimum of 441,400 ft. lbs.

ELEVATION SYSTEM

Dual 7.00" diameter elevating cylinders will be mounted on the underside of the base section of the ladder. Two (2) 2.50" diameter stainless steel pins will fasten the cylinder to the turntable and fasten to the ladder. The pins will have 125,000 psi minimum yield strength and will be secured with .50" Grade

8 bolts with lock nuts. The bolts are to ensure that the pins do not walk out of the mounting brackets on the turntable and base section.

The elevating cylinders will be mounted utilizing maintenance-free spherical bearings on both ends of the cylinders. The aerial base pivot bearings will be maintenance-free type bearings with no external lubrication required. The cylinders will function only to elevate the ladder and not as a structural member to stabilize the ladder side movement. The elevating cylinders will be provided with pilot-operated check valves on the barrel and rod side of the piston to prevent movement of the ladder in case of a loss of hydraulic pressure.

The operation envelope will be 11.5 degrees below horizontal (10 degrees with a deep notch cab) to 76 degrees above horizontal.

The elevation system will be designed following NFPA standards. The elevation hydraulic cylinders will incorporate cushions on the upper limit of travel.

The lift cylinders will be equipped with integral holding valves located in the cylinder to prevent the unit from descending should the charged lines be severed, at any point within the hydraulic system and to maintain the ladder in the bedded position during road travel. The integral holding valves will NOT be located in the transfer tubes.

The elevation system will be controlled by the microprocessor. The microprocessor will provide the following features:

- Collision avoidance of the elevation system to prevent accidental body damage

- Automatic deceleration when the aerial device is lowered into the cradle

- Automatic deceleration at the end of stroke, in maximum raise and lower positions

- Deceleration of the aerial device at the limits of travel

EXTENSION/RETRACTION SYSTEM

A hydraulically powered, extension and retraction system will be provided through dual hydraulic cylinders and wire ropes. Each set will be capable of operating the ladder in the event of a failure, of the other. For safety, systems that use only a single extension/retraction system will not be acceptable. The extension cylinder rod will be chrome plated to provide smooth operation of the aerial device and reduce seal wear. The extension/retraction cylinders will be equipped, with integral holding valves, to prevent the unit from retracting should the charged line be severed, at any point within the hydraulic system. The integral holding valves will NOT be located in the transfer tubes.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7)

strands over an inner wire for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The ladder assembly will consist of three (3) separate weldments that will extend and retract within each other. Nylatron PAG + OIL slide pads will be utilized between each section to minimize friction. Four (4) T type interlocking load transfer stations will enclose the slide pads. The transfer stations will be located at the upper portion of the base and second ladder sections. Additional guide pads will be located along the aerial section to guide the ladder during retraction and extension.

The extension/retraction system will be controlled by the microprocessor. The microprocessor will provide the following features:

- Automatic deceleration at the end of stroke, in maximum extend and retract positions

- Controls the rate of retraction while flowing water

All sheaves will be greaseless and all sheave pins and pivot pins will be polished stainless steel.

ROTATION SYSTEM

The aerial will be supplied with a powered rotation system as outlined in NFPA standards. The hydraulic rotation motor will provide continuous rotation under all rated conditions and be supplied with a brake to prevent unintentional rotation. Two (2) hydraulically driven, planetary gear boxes with drive speed reducers will be used to provide infinite and minute rotation control throughout the entire rotational travel. Two (2) spring applied, hydraulically released disc type swing brakes will be furnished to provide positive braking of the turntable assembly. Provisions will be made for emergency operation of the rotation system should complete loss of normal hydraulic power occur. The hydraulic system will be equipped with pressure relief valves which will limit the rotational torque to a nondestructive power. The gearbox will have a minimum continuous torque rating of 60,000 in. lbs. and a minimum intermittent rating of 130,000 in. lbs. The turntable bearing, ring gear teeth, pinion gear, planetary gearbox, and output shaft will be certified by the manufacturer of the components for the application.

The rotation system will be controlled by the microprocessor. The microprocessor will provide the following features:

- Envelope control of rotation system to prevent accidental body damage

- Prevent the aerial from being rotated into an unstable condition

MANUAL OVERRIDE CONTROLS

Manual override controls will be provided for all aerial and stabilizer functions.

LADDER SLIDE MECHANISM

Wear pads will be used between the telescoping ladder sections, to reduce friction for smoother operation. Slide pads will also be used to control side play between the ladder sections.

BASKET LEVELING SYSTEM

A basket leveling system will be provided and so designed, that the basket with its rated load, can be supported and maintained level, relative to the horizontal, regardless of the elevation or flexion of the ladder.

Basket leveling will be accomplished by hydraulic circuitry that is independent from the main hydraulic system. The leveling of the basket features a dual master/slave hydraulic cylinder system, with each side capable of supporting the load, while maintaining the basket level. Two (2) master cylinders are mounted between the turntable and the base ladder section, with two (2) slave cylinders mounted between the ladder fly section and the basket. The slave and master cylinders are synchronized, so as the ladder is raised or lowered, exact amounts of hydraulic fluid are transferred between the master and slave cylinders thus maintaining the basket level.

The hydraulic circuitry includes pressure operated counter balance valves, on the load side of the slave cylinders, to prevent the basket from tipping should the hydraulic lines be severed.

A momentary switch is provided, on the cab instrument panel, to level the basket should this become necessary due to ambient temperature changes. It is not necessary to start the engine and activate the main hydraulic system to level the basket.

The basket leveling system will be manually adjustable from 10 degrees below horizontal to 10 degrees above horizontal.

Manual basket leveling switches will be provided at the turntable and basket.

ROTATION INTERLOCK

The microprocessor will be used to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed (short-jacked). The microprocessor will allow full and unrestricted use of the aerial, in the 180 degree area, on the side(s) where the stabilizers have been fully deployed. The system will also have a manual override, to comply with NFPA 1901.SYSTEMS THAT PERMIT THE AERIAL TO ROTATE TO THE "SHORT JACK" SIDE, WITHOUT AUTOMATICALLY STOPPING THE ROTATION AND/OR WITHOUT ACTUATION OF THE "MANUAL OVERRIDE", will NOT BE ACCEPTED. SYSTEMS THAT ONLY INCLUDE AN ALARM ARE NOT CONSIDERED AN INTERLOCK AND will NOT BE ACCEPTED.

LOAD CAPACITIES

The following load capacities will be established with the stabilizers at full horizontal extension and placed in the down position to level the truck and to relieve the weight from the tires and axles. Capacities will be based upon full extension and 360 degree rotation.

A load chart will be visible at the operator's station. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension. The ratings in the unsupported, fully

extended configuration (in addition to 100 lbs. of equipment mounted at the tip) will maintain a 2:1 safety factor with a 35 mph wind.

The aerial device will have a rated capacity of 1000 lbs. consistent with standards. The rated capacity will include 1000 lbs. in personnel allowance and 100 lbs. for equipment mounted at the tip of the ladder. The aerial device will be rated in multiple configurations as outlined in NFPA standards.

35 MPH WIND CONDITIONS/WATERWAY DRY

Degrees of Elevation	-11.5 to 29*	30 to 39	40 to 49	50 to 76
Basket	1000	1000	1000	1000
Fly Tip	-	250	500	750
Mid Tip	-	250	500	750
Base	250	500	1000	1000

* -10 degrees with deep notch cab

35 MPH WIND CONDITIONS/WATERWAY CHARGED

Degrees of Elevation	-11.5 to 29*	30 to 39	40 to 49	50 to 76
Basket	500	500	500	500
Fly Tip	-	250	500	750
Mid Tip	-	250	500	750
Base	-	500	750	750

* -10 degrees with deep notch cab

Reduced loads at the fly can be redistributed to the mid or base sections as needed.

The aerial device will be able to maintain the above load capacities while flowing up to 1500 GPM and a nozzle position of 0 to 90 degrees to either side of the ladder centerline, as far above and below horizontal to the platform as nozzle design allows.

While flowing 1500 to 2000 GPM, the nozzle position will be limited to 45 degrees either side of the ladder centerline horizontal to the platform, 30 degrees above horizontal, and as far below horizontal to the platform as nozzle design allows.

Reduced loads in the basket can be redistributed in 250 lb. increments to the fly, mid, or base as needed.

LADDER CRADLE INTERLOCK SYSTEM

A ladder cradle interlock system will be provided through the microprocessor to prevent the lifting of the aerial device from the nested position until the operator places all the stabilizers in a load supporting configuration. A switch will be installed at the boom support to prevent operation of the stabilizers once the aerial has been elevated from the nested position.

BOOM SUPPORT

A heavy-duty boom support, constructed of steel, is to be provided for support of the ladder in the travel position. The boom support will be bolted to the chassis frame as close to the front axle as design allows. On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.

The boom support will be located just to the rear of the chassis cab.

AERIAL BOOM PANEL

There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted TBD.

The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.

EXTENSION INDICATOR

Extension markings and corresponding numerical indicators will be provided along each inside and outside top rail of the base section of the aerial every 10'. They will indicate various positions of extension up to full. Markings and indicators will be clearly visible to the console operator. To aid in visibility during hours of darkness, the markings and numerical indicators will be of a red reflective material.

*LYFE*COMBO™BRACKETS STORAGE BOX

There will be one (1) storage box(es) provided at the base section of the aerial ladder on the left side of the aerial device while viewed from the turntable. The box(es) will be painted to match the aerial device and located adjacent to the aerial boom panel. The box(es) will have two gas cylinders to hold the door open. There will be a D-handle latch provided on the door. The cover will have the same finish as the box.

The interior dimensions of the box will be TBD.

The maximum capacity of each box will be 75 lb.

LADDER STORAGE MOUNTING BRACKETS

There will be D/A finished brackets provided near the end of the fly section of the aerial for mounting a roof ladder.

The mounting brackets will accommodate a 12' Duo-Safety 775-A-DR roof ladder as determined by the type of aerial device and the available space.

BASKET STRUCTURE

The basket structure will be constructed of structural T6061 aluminum and integrated with the construction of the waterway to ensure a high strength-to-weight ratio. The aerial basket will be fully tested and independent third party certified.

The flooring and front decking of the basket will be multi-piece non-slip material, preventing the accumulation of water on the standing surface. The floor will measure approximately 37.19" long x 78.13" wide. The stepping surfaces will meet the skid-resistance requirements of current NFPA 1901 standard.

The outside basket steps will be at the same level as the basket floor. The steps on the front and sides are approximately 8.00" deep. The doors and front corners of the basket will be at 45 degrees to allow the basket to be maneuvered closer to buildings when approaching at an angle.

Four (4) stainless steel pompier belt safety loops will be attached to the inside of the basket. Two (2) lifting eyes will be provided on the bottom side of the basket support structure.

Two (2) rubber bumpers are provided on the bottom side of the basket structure for damage protection when setting it down on a surface.

The basket interior will be illuminated as required per the current edition of NFPA 1901. All hoses and wiring at the basket will be fully enclosed. Electrical sub-components will be mounted under the basket in a separate enclosure for easy servicing while maintaining an unobstructed basket interior.

BASKET SIDES

The sides of the basket will be of tubular aluminum construction and aluminum sheet skin with engine turned finish and, along with the basket doors, will form a continuous 42.00" high wall around the basket.

PLATFORM ENTRANCES/EXITS

Two (2) swing-in, spring-loaded, self-closing double pan doors will be of single pan aluminum construction with engine turned finish and will be provided on the 45 degree angles at the front of the platform. A paddle style door latch will allow the basket doors to be opened from the outside by applying pressure to the paddle with the hand. The rear of the basket will be equipped with a stainless steel vertical self-closing gate for transfer to and from the basket's ladder device. Telescoping-type handrails will be provided as a banister to bridge the gap between the basket and the fly section at all elevations.

ACCESSORY MOUNTING RECEPTACLES

Two (2) universal accessory mounting receptacles will be permanently affixed on the front of the basket to receive the ***Lyfe*Line™** family of options such as the ***Lyfe*Support™** rescue basket holders,

***Lyfe*Eye™** rappelling arms, ***Lyfe*Ladder™** roof ladder brackets, ***Lyfe*Hoist™** winch, etc. Complete interchangeability will be required without modification to the basket.

AXE MOUNTING BRACKETS

Brackets will be provided in the aerial platform basket for mounting two (2) fire axe(s). The type of axe mounted here will be a flathead axe and pickhead axe. The mounting plates for this installation will be stainless steel.

PIKE POLE MOUNTING

Mounting for storage of two (2) pike pole(s) will be provided in the platform basket. The pole(s) will be mounted vertically in a brushed aluminum tube and accommodate a Akron 10' rubbish hook.

HOSE BOX AT PLATFORM

There will be one (1) hose storage box(es) with a cover and rubber hood latch provided at the platform. The box(es) will be located at the right side of the basket when viewed from the turntable and will match the finish of the aerial device. The box(es) will be sized to fit 100' of 1.75" diameter hose.

BASKET HEAT SHIELDS

A heat reflective shield will be provided on the front, sides and bottom of the basket.

The double pan basket access doors will form the heat shield at the front of the basket. The side heat shields will be formed by a single sheet of .063 aluminum.

Full under the basket heat shield protection, with a non-glare finish, will be provided with a swing-down door for ease of servicing.

ROTATION BEARING COVER

An aluminum treadplate cover will be fitted over the aerial rotation bearing and drive pinion gear(s). The cover will be attached to the underside of the turntable deck.

TURNTABLE ALIGNMENT ARROWS

The turntable alignment arrows will be covered with luminescent material.

LADDER BELT STORAGE BOX AT TURNTABLE

A storage box with a hinged cover will be provided at the turntable. The box and cover will be constructed of aluminum treadplate. The box will be large enough to contain three (3) ladder belt(s).

TURNTABLE CONTROL CONSOLE COVER LATCH

A rubber hood style latch will be provided on the cover of the turntable control console to prevent movement during travel.

INFORMATION CENTER

There will be an information center provided. The information center will operate in temperatures from -40 to 185 degrees Fahrenheit. The information center will employ a Linux operating system and a 7.00" (diagonal measurement) LCD display. The LCD will have a minimum 400nits rated, color

display. The LCD will be sunlight readable, true digital operation, and will have improved resolution. The LCD display will be encased in an ABS, black plastic housing with a gray decal. There will be five (5), weather-resistant user interface switches provided. The LCD display can be changed to an available foreign language.

OPERATION

The information center will be designed for easy operation in everyday use. There will be a page button to cycle from one screen to the next screen in a rotating fashion. A video button will allow an NTSC signal into the information center to be displayed on the LCD. If any button is pressed while viewing a video feed, the information center will return to the vehicle information screens. There will be a menu button to provide access to maintenance, setup, and diagnostic screens. All other button labels will be specific to the information being viewed.

GENERAL SCREEN DESIGN

Where possible, background colors will be used to provide vehicle information *At A Glance*. If the information provided on a screen is within acceptable limits, a green background color will be used. If the information provided on a screen is not within acceptable limits, an amber background color will indicate a caution condition and a red background color will indicate a warning condition.

Every screen in the information center will include the aerial tip temperature, the time (12- or 24-hour mode) and a text Alert Center. The time will be synchronized between all Command Zone color displays located on the vehicle. The Alert Center will display text messages for audible alarms. The text messages will identify any items causing the audible alarm to sound. If more than one (1) audible alarm is activated, the text message for each alarm will cycle every second until the problems have been resolved. The background for the Alert Center will change to indicate the severity of the warning message. Amber will indicate a caution condition and red will indicate a warning condition. If a warning and a caution condition occur simultaneously, the red background color will be shown for all Alert Center messages.

A label will be provided for each button. The label will indicate the function for each active button for each screen. If the button is not utilized on specific screens, it will have a button label with no text.

Symbols will accurately depict the aerial device type the information pertains to such as rear mount ladder, rear mount platform, mid-mount ladder or mid-mount platform.

PAGE SCREENS

The Information center will include the following pages:

The Aerial Main and Load Chart page will indicate the following information:

- Rungs Aligned and Rungs Not Aligned will be indicated with text and respective green or red colored ladder symbols.

- Ladder Elevation will be indicated via a fire apparatus vehicle with ladder symbol with the degree of elevation indicated between the vehicle and ladder.

- Water Flow (if applicable) will be indicated via a water nozzle symbol and text indicating flow / time.

- Breathing Air Levels will be indicated via an air bottle symbol and text indicating the percent (%) of air remaining. A green bar graph shown inside the bottle will indicate oxygen levels above 20%. A red bar graph will indicate oxygen levels at or below 20%. When oxygen levels are at or below 10%, the red bar graph will flash.

- *At A Glance* color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The Aerial Reach and Hydraulic Systems page will indicate the following information:

- Aerial Hydraulic Oil Temperature will be indicated with symbol and text. *At A Glance* features will be utilized.

- Aerial Hydraulic Oil Pressure will be indicated with a symbol and text. *At A Glance* features will be utilized.

- The following calculations will be indicated on a representative vehicle symbol:

- Aerial Device Extension length

- Aerial Device Height indicating the height of the aerial device tip from the ground

- Aerial Device Reach indicating the horizontal distance the aerial reaches from the turntable.

- Aerial Device Angle indicating the angle from the vehicle which the device is at.

- *At A Glance* color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The Level Vehicle page will indicate the following information:

- The grade of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of grade shown in text format. The symbol will tilt dependent on the vehicle grade.

- The slope of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of slope shown in text format. The symbol will tilt dependent on the vehicle slope.

- Outriggers status will be indicated via a colored symbol for each outrigger present. Each outrigger status will be defined as one of the following:

- Outrigger stowed indicated with a silver pan located close to the vehicle

- Outrigger fully extended indicated with a fully deployed green outrigger

- Outrigger short-jacked indicated by a yellow outrigger partially deployed

- Outrigger not set indicated by a red outrigger that is not set on the ground

- A text box located on the vehicle symbol will be utilized to identify the overall status of the outrigger leveling system. The following status will be indicated in the text box:

- Deployed status will indicate all outriggers are properly set on the ground at full extension

- Shortjacked status will indicate one or more outriggers are set on the ground but not fully extended.

- Not Set status will indicate one or more outriggers is not properly set on the ground.

- Stowed status will indicate all outriggers are stowed for vehicle travel.

- A bedding assist alert will indicate that the aerial device is being aligned by the Command Zone system as the operator lowers the aerial device into the cradle with the joystick.

- *At A Glance* color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

MENU SCREENS

The following screens will be available through the Menu button:

The View System Information screen will display aerial device hours, aerial PTO hours, ladder aligned for stowing, aerial rotation angle, total water flow (if applicable), and aerial waterway valve status (if applicable).

The Set Display Brightness screen will allow brightness increase and decrease and include a default setting button.

The Configure Video Mode screen will allow setting of video contrast, video color and video tint.

The Set Startup screen allows setting of the screen that will be active at vehicle power-up.

The Set Date and Time screen has a 12- or 24-hour format, and allows setting of the time and date.

The View Active Alarms screen shows a list of all active alarms including the date and time of each alarm occurrence, and shows all alarms that are silenced.

The System Diagnostics screen allows the user to view system status for each module and its respective inputs and outputs. Viewable data will include the module type and ID number; the module version; and module diagnostics information including input or output number, the circuit number connected to that input or output, the circuit name (item connected to the circuit), status of the input or output, and other module diagnostic information.

Aerial Calibrations screen indicates items that may be calibrated by the user and instructions to follow for proper calibration of the aerial device.

Button functions and button labels may change with each screen.

LOWER CONTROL STATION

A lower control station will be located, at the rear of the apparatus, in an easily accessible area. The controls and indication labels will be illuminated, for nighttime operation. The following items will be furnished at the lower control station and will be clearly identified and conveniently located for ease of operation and viewing:

- Level assist switch

- Override switch to override interlocks

- Emergency power unit switch

AERIAL DEVICE CONTROL STATIONS

There will be two (2) device control stations. One (1) will be referred to as the basket control station and the other as the turntable control station. All elevation, extension and rotation controls will operate from both of these locations. The controls will permit the operator to regulate the speed of the aerial functions, within the safe limits, as determined by the manufacturer and NFPA standards. The controls will be grouped and operate in an identical manner at both stations for similarity of operation. The controls will be clearly marked and lighted for nighttime operation.

Each control will be equipped, with a positive lock to hold the control in a neutral position, preventing accidental activation. In addition to the neutral lock, a console cover will be provided at the turntable control station. The controls will be so designed to allow the turntable control station to immediately override the basket controls, even if the ladder is being operated by the basket controls.

TURNTABLE CONTROL STATION

The turntable control station will be located, on the left side of the turntable, so the operator may easily observe the basket while operating the controls.

The following items will be installed at the turntable control station, clearly identified, lighted for nighttime operation and conveniently located for ease of operation and viewing:

- Electric controls for elevation, rotation, extension/retraction

- Manual electric controls for basket leveling

- Intercom controls

- Tip tracking light switch

- Emergency power unit switch

- Operator's load chart

- Three (3) position switch for selecting aerial operational speed

TURNTABLE WORK LIGHTS

There will be a minimum of two (2) 12-volt work lights installed on the turntable, to illuminate the surrounding area for nighttime operation. The work lights will be activated by the aerial master switch.

BASKET CONTROL CONSOLE

The basket instrument panel will be located at the front center, of the aerial platform. The following controls will be installed at the console and be clearly identified, illuminated for nighttime operation and conveniently located for ease of operation and viewing:

- Intercom controls

- Operator's load chart

AERIAL FUNCTION CONTROLS

The aerial function controls, elevation, rotation, extension/retraction will be mounted in a separate backlit control box, which will be attached to the front of the platform control console, by means of an easily removable slide mechanism. The aerial function control box will have three (3) fixed attachment points in the basket. The electrical connection will be by a strain relieved, coiled cord that is permanently attached to the control box. To reduce the excess cord in the basket, the coiled cord will use a deutsch style bayonet connector style plug and there will be there (3) locations in the basket. The legend for the control lever functions will be illuminated.

HIGH IDLE

The high idle will be controlled by the microprocessor. The microprocessor will automatically adjust the engine rpm, to compensate for the amount of load placed upon the system. The system will include a safety device that allows activation of the high idle, only when the parking brake is set and the transmission is placed in neutral.

STABILIZERS

Two (2) sets of extendible, out and down, "H" type stabilizers will be provided for stability. The stabilizers will have a spread of 16' 6".

The stabilizers will be the double box design, with jack cylinders, that have a 4.25" internal diameter (bore), 3.00" diameter cylinder rod and a 34.88" stroke. The jack cylinders will be equipped with integral holding valves, which will hold the cylinder in either the stowed position or the working position, should a charged line be severed at any point within the hydraulic system. For safety, the integral holding valves will be located in the cylinder base end, NOT in the transfer tube. Vertical jack cylinder rods will be fully enclosed by a telescoping inner box to protect the cylinder rods against damage that may occur.

The extension cylinders will be totally enclosed within the extension beams. The horizontal extension cylinders will be of the trombone type to eliminate wear and potential failure of hydraulic hoses (no exception).

The stabilizers will have the capability of 18.00" of ground penetration, for set-up on uneven terrain. Extension of the horizontal beams will be activated by an extension cylinder, which has a 2.25" internal diameter (bore), 1.38" diameter cylinder rod and a 48.25" stroke. The extension cylinders will be totally enclosed within the extension beams. The cylinders will be equipped with internal decelerators. The cross section dimensions will be 13.00" high x 6.81" wide.

Each stabilizer leg will have attached to the end of the leg a 16 gauge polished stainless steel shield. The stainless steel shield will be of the split-pan design and will be a maximum 13.50" wide to allow the extension of the stabilizer between parked cars. This plate will serve as a protective guard and a mounting surface for warning lights. The top, forward, and rear edges will be flanged back for added strength.

STABILIZER CONTROLS

A portable stabilizer control box will be provided. The control box will be weatherproof and oil resistant. Each function and indicator light will be labeled on a metal photo panel. The control box can be taken as far away as 15 feet from the vehicle with an extension cable.

The stabilizer control box will include the following:

- One (1) green power indicator light for stabilizer control that will be illuminated when the aerial master and "PTO" switches in the cab are activated.

- Four (4) electric joysticks for stabilizers: each toggle switch will control the extend/retract and raise/lower of its respective stabilizer to allow vehicle set up in restricted areas and/or on uneven surfaces.

- Leveling assist push button: The outrigger control system will incorporate a computerized self-leveling system in addition to the standard outrigger controls. The operator will have the option to manually or automatically level the truck. The computerized system will ensure full outrigger extension, proper jack penetration, and will level the vehicle within 1/2 a degree of level for safe operation of the aerial device.

-One (1) electric push button for the engaging the emergency power unit

- One (1) red "stabilizer not stowed" indicator light: this light will illuminate when the stabilizers are not in the fully stowed position.

- Four (4) fully extended beams green indicator lights: these lights will be illuminated when each of the respective stabilizer beams are fully extended.

- Four (4) firm on ground green indicator lights: each light will be illuminated when its respective stabilizer shoe is in the load supporting condition.

Each joystick will activate the engine fast idle automatically.

Manual override will be supplied for each stabilizer control valve.

A "Stabilizers Not Stowed" indicator will be provided in the driver's compartment. It will illuminate automatically whenever the stabilizers are not fully stowed to prevent damage to the apparatus if moved. The stabilizer system will also be wired to the "Do Not Move Indicator Light", which will flash whenever the apparatus parking brake is not fully engaged and the stabilizers are not fully stowed.

STABILIZER PADS

A one (1) position, floating stabilizer pad will be provided on each stabilizer. The pads will require no operator adjustment during set up. The stabilizer pad will have the ability to pivot, in a 360-degree plane, for set up on uneven terrain.

AUXILIARY STABILIZER PADS

A set of four auxiliary pads with handles will be provided for additional load distribution on soft surfaces. Their size will be 31.00" x 26.00" and they shall be constructed of a lightweight composite material. The ground contact area for each stabilizer will be such that a unit pressure not greater than 75 psi (500 kPa) will be exerted over the ground contact area when the apparatus is loaded to its maximum in-service weight and the aerial device is carrying its rated capacity in every position permitted by the manufacturer. The pads will be stored in a double stacked configuration, two (2) behind each rear tandem axle in a single bracket.

CRADLE INTERLOCK SYSTEM

A cradle interlock system will be provided, to prevent the lifting of the aerial from the nested position, until the operator has positioned all the stabilizers in a load-supporting configuration. A switch will be installed at the cradle, to prevent operation of the stabilizers once the aerial has been elevated from the nested position.

STABILIZER SCENE LIGHTS

A 4.00" diameter, clear floodlight will be mounted at each stabilizer, to illuminate the surrounding area. The light will activate with the aerial master switch.

STABILIZER PINS

The stabilizer jacks will not have holes for the stabilizer pins.

ALUMINUM DOOR, STABILIZER CONTROL BOX

A vertical hinged smooth aluminum door will be provided over each stabilizer control box. The door will be hinged outboard.

HYDRAULIC SYSTEM

All high-pressure hoses will have an abrasion resistant cover, and have a rating greater than or equal to the working pressure of the circuit in which they are installed. All hydraulic fittings will be plated to minimize corrosion. The fitting will use an O-ring face seal, where possible, to minimize hydraulic leaks. All pressure carrying hydraulic hoses will have a 4:1 safety rating based on burst pressure

An interlock will be provided that prevents activation of the hydraulic pump until the transmission is placed in neutral and the parking brake is set as outlined in NFPA standards.

The hydraulic system will be of the load sense design to minimize heat build up and provide smooth control of the aerial ladder. The system will meet the performance requirement in NFPA standards, which requires adequate cooling after less than 2 1/2 hours of operations.

All hydraulic components that are non-sealing, where failure could result in the aerial movement, will comply with NFPA standards and have burst strength of 4:1. Dynamic sealing components, where failure could cause aerial movement, will have a margin of 2:1 on maximum operating pressure per NFPA standards. All hydraulic hoses, tubes, and connections will have minimum burst strength of 3:1 per NFPA standards.

A hydraulic oil pressure gauge will be supplied at the base control location per NFPA standards.

The aerial hydraulic system will be designed in such a manner that a hydraulic pump failure or line rupture will not allow the aerial or outriggers to lose position. Hydraulic holding valves will be mounted directly into cylinders. To insure reliable performance of holding valves, no hoses or tubing will be permitted between a holding valve and cylinder. The aerial will incorporate the use of trombone steel tubes inside the stabilizer beams to eliminate hydraulic hose wear and leaks. Hydraulic power to the ladder will be transferred from the pedestal by a hydraulic swivel.

HYDRAULIC RESERVOIR

The hydraulic system will consist of an oil reservoir mounted to the torque box and plumbed to the hydraulic pump. There will be plumbing for a supply and return line and a tank drain on the reservoir.

The hydraulic pump suction line will have a shut-off ball valve for pump servicing.

The hydraulic oil reservoir fill will be labeled per NFPA standards. The hydraulic system will use multi-weight, SAE grade oil. ISO grade will be based on geographical location. The manufacturer will

certify that the oil meets or exceeds the hydraulic cleanliness rating of 18/15/13 per ISO 4406:1999 before delivery.

HYDRAULIC FILTERS

The system will incorporate the following filters to provide dependable service:

- Separate magnet (not on strainer)

- Reservoir suction strainer: 125 mesh

- Pressure filter with dirt alarm: Nominal 5 micron filter with a rating of 6.5 micron @ Beta 200 (99.5% efficiency); 7.5 micron @ Beta 1000 (99.9% efficiency)

- Return filter with dirt alarm: Nominal 5 micron filter with a rating of 6.5 micron @ Beta 200 (99.5% efficiency); 7.5 micron @ Beta 1000 (99.9% efficiency)

- Desiccant breather filter: Water capacity 4 fluid oz, 5 micron rating

HYDRAULIC CYLINDERS

All hydraulic cylinders used on the aerial device will be produced by a manufacturer that specializes in the production of hydraulic cylinders.

POWER TAKEOFF / HYDRAULIC PUMP

The apparatus will be equipped with a power takeoff driven by the chassis transmission and actuated by an electric shift located inside the cab. The power takeoff, which drives the hydraulic pump, will meet all the requirements for the aerial unit operations. The hydraulic pump will be a variable displacement piston pump, for consistent and rapid response, and be capable of supplying hydraulic oil at a nominal 50gpm flow at pressures up to 3000 psi. The system will operate up to 3000 psi with flow controls to protect hydraulic components and incorporate a relief valve set at 3150 psi to prevent over pressurization. The hydraulic pump will be solely dedicated to aerial operations. (no exception) An amber indicator light will be installed on the cab instrument panel to notify the operator that the power takeoff is engaged.

An interlock will be provided that allows operation of the aerial power takeoff shift only after the chassis spring brake has been set and the chassis transmission has either been placed in the neutral position or drive position after the driveline has been disengaged from the rear axle.

EMERGENCY PUMP

The hydraulic system will be designed with an auxiliary power unit meeting the guidelines of NFPA standards. The auxiliary power unit will be a 12-volt pump connected to the chassis electrical system. The pump will provide operation at reduced speeds to store the aerial device and outriggers for road transportation.

Self-centering switches will be provided at the turntable and stabilizer control station to activate the system. The system will be designed to provide a minimum of 30 minutes of hydraulic power to operate functions. (no exception)

HYDRAULIC SWIVEL

The aerial ladder will be equipped with a three (3) port, high-pressure hydraulic swivel that will connect the hydraulic lines from the hydraulic pump and reservoir through the rotation point to the aerial control bank. The hydraulic swivel will allow for 360 degree continuous rotation of the aerial.

ELECTRIC SWIVEL

The ladder will be equipped with an electric swivel to allow 360 degrees rotation of the aerial while connecting all electrical circuits through the rotation point. A minimum of 36 collector rings will be provided that are capable of supplying 20 amp continuous service. All collector rings will be enclosed and protected with desiccant plugs against condensation and corrosion. No oil or silicone will be used.

WATER SWIVEL

Water will be transferred to the aerial waterway by means of a 5.00" internal diameter waterway, through the swivel, permitting 360 degree continuous rotation.

13-BIT ABSOLUTE ENCODER

The aerial ladder will be equipped with a 13-Bit Absolute Encoder, CAN-based, which provides 8192 counts per shaft turn for position and direction reference.

The 13-Bit Absolute Encoder will provide a unique binary word to reference each position and direction for all 360 degrees of rotation.

If the power is interrupted for any reason, the 13-Bit Absolute Encoder will allow power to be returned to the system without having to re-zero the settings.

The 13-Bit Absolute Encoder will be an integral part of a microprocessor based control system.

ELECTRICAL SYSTEM

The 100' platform will utilize the Pierce Command ZoneTM System. The system will consist of the following components:

A tethered, CAN-based, stabilizer control will be provided. The tethered control will be weatherproof and oil resistant. The stabilizer control will be illuminated with a LED strip light in the face of the unit. The electrical connection at the tethered control will be permanently attached by a strained relieved coil cord that will allow the operator to move at least 14 feet away from the electrical connection for operation.

Remote Stabilizer Controls

Brightness control

Weatherproof and oil resistant

One (1) green "power" indicator light

One (1) red "stabilizer not stowed" indicator light

One (1) electric push button for level assist

One (1) electric push button for the emergency power unit

One (1) electric joystick for each stabilizer control:

Extend/retract function

Raise/lower function

One (1) green "stabilizer fully extended" indicator light for each stabilizer

One (1) green "firm on ground" indicator light for each stabilizer

Control System Modules

Each of the control system modules will be configured as follows:

Sealed to a NEMA 4X rating

Operating range from -40 degrees F to 156 degrees F (-40 degrees C to 70 degrees C)

Communicate using J1939 data link

Two (2) diagnostic LED lights

One (1) green light that illuminates when module has power (B+) andground

One (1) red light that flashes to indicate the module is capable ofcommunicating via the data link

Up to 16 diagnostic LEDs on each module

Ground matrix identification system

The following control system modules will be used:

Control Module

Main controller for the system

USB connection allows for computer diagnostics

Power Module

Built-in fault sensing

Eight (8) digital outputs

Pulse width modulating (PWM) capable

10A continuous per output

Circuit protection based on actual current draw (not affected by heat)

Current Control Module

Built-in fault sensing

Three (3) analog inputs

Eight (8) digital outputs

Pulse width modulating (PWM) capable

3A continuous per output

Closed Loop System

Circuit protection based on actual current draw (not affected by heat)

Input Module

16 software selectable (digital or analog) inputs

Output Module

16 digital outputs

Input/Output Module

Eight (8) software selectable (digital or analog) inputs

Eight (8) digital outputs

AERIAL DEVICE LIGHTING

There will be white 12 volt DC halogen, spotlights furnished on the aerial device:

- One (1) Unity Model AG-S-7682 will be installed on the right side of the base section of the ladder.
- One (1) Unity Model AG-S-7682 will be installed on the left side of the base section of the ladder.
- One (1) Unity Model AG-S-7682 will be installed on the end of the aerial device.

Individual on/off switches will be provided on each light.

Power to the lights will be controlled by a master on/off switch at the turntable control operator's position.

The lights will be mounted below the top edge of the aerial device so as not to increase the overall height of the unit.

LIGHTING ON AERIAL LADDER

There will be TecNiq, Model D02, LED rung lighting provided on both sides of the aerial ladder base, mid, and fly sections. The lighting will be located adjacent to the ladder rungs along the lower rail of the ladder sections and will run the length of the ladder section.

The color of the sections will be:

- The base section of the ladder to be red.
- The mid section of the ladder to be red.
- The fly section of the ladder to be red.

The LED rung lighting will be activated when a switch at the turntable operator's panel is activated through the master battery switch.

The lights may be load managed when the parking brake is applied.

AERIAL LOCATOR LIGHT

There will be two (2) Whelen Model VTX609*, 1.00" high x 2.25" in diameter LED modules with chrome flanges installed at the aerial tip for the purpose of locating the aerial device while in operation.

Both modules will be activated whenever the aerial is raised from the cradle.

The color of the locator light will be red.

The lens color will be clear.

STABILIZER WARNING LIGHTS

There will be four (4) Whelen®, Model 60*02F*R, LED flashing warning lights with Whelen, Model 6EFLANGE, chrome flanges installed, one (1) on each stabilizer cover panel.

- The front stabilizer pan lights will be red Super LED/red lens each side
- The rear stabilizer pan lights will be red Super LED/red lens each side

These lights will be provided with a flange.

These warning lights will be activated by the same switch as the side warning lights.

STABILIZER BEAM WARNING LIGHTS

Two (2) 4.00" diameter red LED flashing lights will be mounted on each stabilizer, one (1) facing forward and one (1) facing rearward. The lights will be Grote Supernova 40 series LED lights. The lights will be recessed in the horizontal beam of the stabilizer. These warning lights will be activated with the aerial master switch.

PLATFORM 120-VOLT ELECTRIC SYSTEM

Two (2), 20 amp, 120-volt, three (3)-prong household receptacles with weatherproof covers will be provided in the aerial platform. The receptacles will be located at the rear corners of the basket, one (1) on each side. Each receptacle will be supplied from individual branch circuits protected by dedicated 20 amp/120-volt circuit breakers. All wiring will be sized to and conform to the latest edition of NEC standards.

PLATFORM 500W FLOODLIGHTS

Two (2) pull-up style GFE 500 watt quartz "Extendalites" will be installed at the rear of the aerial platform. Each light will be equipped with a telescoping pole. Lights will rotate 360 degrees. Actuation of the light will be through an integral switch located on the lighthead.

2-WAY AERIAL COMMUNICATION SYSTEM

There will be a Fire Research model ICA900-112 two-way intercom system provided. The control module will be located on the turntable operator console, provided there is room, and have an LED volume display and push-button volume control.

A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed.

Each intercom unit will be weatherproof.

BREATHING AIR

Breathing air will be supplied to the aerial platform. The air system will incorporate one (1), 6000-psi, 510 cubic foot cylinder. To allow the turntable operator an unobstructed view of the platform, the cylinder will be mounted on the right side of the ladder. The air cylinder will be interconnected through a pressure regulator located at the air cylinder. A shutoff valve with guard will be provided on the cylinder. At the platform, the breathing air will be accessible via two (2) quick couplings for air masks. These will have a Hansen brass 3000 series coupling. One (1) coupling will be located at the front of the basket on the right side and one (1) coupling will be located at the rear of the basket on the left hand side. There will be a weather resistant storage compartment for two (2) air masks provided in the basket. A 100' recharge hose will be provided for refilling the air cylinder without having to remove the tank from its mounting.

The breathing air cylinder will be designed and constructed to conform to the requirements of the United Nations (UN) on the transportation of dangerous goods.

BREATHING AIR LEVEL AND WARNING SYSTEM

The level of breathing air remaining will be visible on the LCD display at all operating positions. The display will incorporate a low-pressure warning circuit that activates an audible alarm when 20% of maximum air cylinder capacity remains. A second, louder audible alarm will activate when the remaining air level drops to 10% of maximum air cylinder capacity.

*LYFE*COMBO™BRACKETS

One (1) set of brackets will be supplied and mounted to the front of the platform basket. The brackets have been designed to increase firefighter safety and add to the functionality of the aerial device. The brackets will have three (3) functions that include: securing the roof ladder to the basket to allow firefighter access below the basket, two (2) rappelling arms to serve as an anchor point which allow rappelling from the basket, and mounting bars to allow the secure mounting of a rescue basket for transporting patients using the aerial. Each bracket will be easily removable using two (2) positively latched, 1.00" diameter aluminum pins.

***Lyfe*Ladder™**support brackets will be incorporated into the design of the 3-in-1 option brackets. The brackets will be designed to mount an 875A Duo-Safety roof ladder up to 20 feet long securely in place. The ladder will be secured through its beams and one (1) rung, by a 1.00" diameter aluminum rod capable of being positively latched in place and able to withstand a minimum of a 500lb load while maintaining a minimum of a two to one (2:1) safety factor. There will also be a latch to keep the ladder in a vertical position at all times that will attach to a rung 28.00" below the primary attachment point. Strain gauging and testing will have been completed on the system (ladder and complete holding device) providing the above criteria has been met. A set of nylon guides will be provided to aid in positioning the roof ladder on the mounting brackets.

***Lyfe*Eye™** rappelling brackets will be provided. The ***Lyfe*Eye** brackets will be incorporated into the design of the 3-in-1 option brackets. Each bracket in the set will have a forged stainless steel eyebolt with a 1.38" inside diameter for use as a rappel line anchor. Each bracket will have a capacity of 300 lbs.

***Lyfe*Support™** rescue basket support bars will be provided. The bars will be incorporated into the design of the 3-in-1 option brackets. The bars will be easily removable from the 3-in-1 bracket to allow for individual storage of these bars when they are not needed. Two (2) quick clip basket straps will be used to secure the rescue basket to the brackets.

AERIAL TURNTABLE MANSAVER™ BARS

ManSaver™ bars will be installed at the aerial turntable.

AERIAL WATERWAY

The aerial waterway will be capable of being supplied by either a midship mounted pump or an external water source through a 5.00" intake at the rear of the apparatus.

A 5.00" water swivel will be installed below the aerial turntable permitting the ladder to rotate 360 degrees continuously.

A 5.00" water swivel will be installed at the aerial heel pivot pin that will permit water tower operations of -11.5 degrees to 76 degrees. The heel pivot pin will not be integral with the waterway swivel at any point. The waterway design will allow complete servicing of the waterway swivel without disturbing the heel pivot pin.

A telescoping aluminum waterway will be installed on the side of the aerial ladder sections. The waterway will consist of a 5.00" diameter tube for the base section, 4.50" diameter tube for the mid-section and 4.00" diameter tube for the fly section.

A 1.50" drain will be provided for the waterway with the control at the rear of the unit.

WATERWAY SEALS

The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated.

The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.

PLATFORM WATER SYSTEM

A 4.00" (internal diameter) water swivel will connect the fly section waterway to the platform waterway. The water swivel will permit water tower operations from -11.5 degrees to 76 degrees. The water will be routed from the swivel to a 4.00" gear operated butterfly valve on the front of the platform using a 4.00" 6061 pipe. The deluge gun will be bolted onto the butterfly valve.

A 2.50" preset pressure relief valve will be provided in the waterway system. It will be designed to protect the aerial waterway from excess pressure. It will dump water to the ground when operating.

A shower nozzle rated at 75 gpm will be provided beneath the platform for heat protection for the platform personnel. A direct linkage control for the shower nozzle will be provided.

Two (2) - 2.50" preconnects will be provided at the front of the platform. The preconnects will be gated at the platform. One preconnect will be furnished with 2.50" NST threads and anodized aluminum cap and the other will be provided with a 2.50" x 1.50" NST reducer and an anodized aluminum cap.

AERIAL MONITOR

An Akron, model 3578 monitor with stow and deploy will be provided at the front of the platform with a Arkon 2000 gpm Model 5178 electric nozzle with built in stream shaper.

The monitor's functions will be controlled electrically from two (2) separate locations. One (1) control will be located at the turntable control console and the other at the basket control console.

Waterway flow, including total water flowed, will be monitored by the microprocessor. An LCD display will be located at the upper and lower control stations.

REAR INLET

A 5.00" NST inlet to the aerial waterway will be provided at the rear of the apparatus, on the driver's side. It will be furnished with a 5.00" chrome plated adapter and a 5.00" chrome plated, long handle cap.

TOOLS

The following tools will be provided for retorquing of all specified bolts as recommended by the manufacturer:

Torque Wrench

All Required Extensions, Sockets and Adapters

4-to-1 Multiplier

MANUALS

The aerial manufacturer will provide two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device.

INITIAL INSTRUCTION

On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of three (3) days.

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2009 edition, section 9.8.2 and 9.8.3 will be provided by the fire department. All loose equipment will be installed on the apparatus before placed in emergency service, unless the fire department waives NFPA section 4.21.

- 800 ft (240 m) of 2.50" (65 mm) or larger fire hose, in any combination.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose, in any combination.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.

- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) playpipe with shutoff and 1.00" (25 mm), 1.125" (29 mm), and 1.25" (32 mm) tips.
- One (1) SCBA complying with NFPA 1981, *Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services*, for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) salvage covers, each a minimum size of 12 ft × 14 ft (3.6 m × 5.5 m).
- Four (4) combination spanner wrenches mounted in brackets fastened to the apparatus.
- Two (2) hydrant wrenches mounted in brackets fastened to the apparatus.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads, mounted in a bracket fastened to the apparatus.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads, mounted in a bracket fastened to the apparatus.
- One (1) rubber mallet, for use on suction hose connections, mounted in a bracket fastened to the apparatus.
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components*.
- One (1) 150 ft (45 m) light-use life safety rope meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components.*
- One (1) 150 ft (45 m) general-use life safety rope meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components.*
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a

swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.

- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

SOFT SUCTION HOSE, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 9.7.2 requires a minimum of 20 ft of suction hose or 15 ft of supply hose.

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 9.8.3 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 9.8.3 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, Section 9.8.3 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, Section 9.8.3 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT - BODY PAINTED TO MATCH CAB

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacture.

Specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a Pierce quality finish.

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color

standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The cab will be two-tone, with the upper section painted to match Joplin # 23416 along with a shield design on the cab face and lower section of the cab and body painted to match job # Joplin 23416. The special shield will be located high shield to match job # Joplin 23416 than the standard shield.

PAINT - ENVIRONMENTAL IMPACT

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

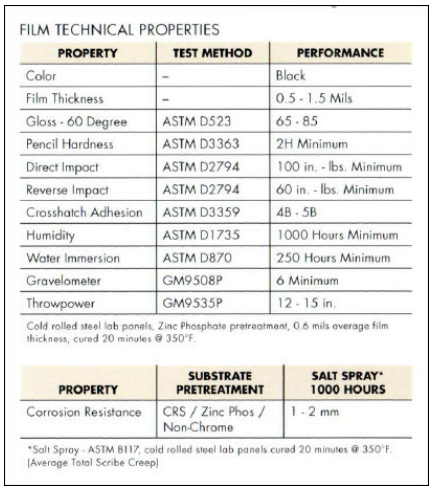
- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be painted black before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:



FILM TECHNICAL PROPERTIES

PROPERTY	TEST METHOD	PERFORMANCE
Color	–	Black
Film Thickness	–	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.

Cold rolled steel lab panels, Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.

PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm

*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. (Average Total Scribe Creep)

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

COMPARTMENT INTERIOR PAINT

The compartment interior will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

AERIAL DEVICE PAINT COLOR

All aerial device structural components above the rotation point that are not chrome plated, stainless steel, or painted will have a natural swirl finish.

The sides of the basket will have an engine turned finish. The rear of the basket will be painted black.

All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor.

Turntable, console, lift cylinders, and extension cylinders will be sanded to remove any metal flakes and smooth any rough surfaces. These components will be prime painted with an epoxy primer and finished painted with a durable, high quality white 10 paint (manufacturer's standard brand).

The support structure, rotation motor, components below the rotation point, and the stabilizers will be painted high gloss black.

All the hydraulic hoses, wiring and non-ferrous metals will be masked off before painting.

REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" gold stripe at the top with a 1.00" gap then a 4.00" black stripe with a 1.00" gap and a 1.00" gold stripe on the bottom.

The reflective band provided on the cab face will be below the headlights on the fiberglass.

CHEVRON STRIPING, REAR

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the rear wall, aluminum doors, and rear bumper. Rear compartment doors and stainless steel access doors will not be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of NFPA 1901, 2009 edition, which states that 50% of the rear surface will be covered with chevron striping.

REFLECTIVE STRIPE ON STABILIZERS

There will be a 4.00" wide black reflective stripe provided on the forward and rear facing side of all aerial stabilizers.

INVERTED "V" CHEVRON STRIPING ON CAB AND CREW CAB DOORS

There will be alternating chevron striping located on the inside of each cab and crew cab door.

The striping will consist of the following colors:

The first color will be red diamond grade

The second color will be fluorescent yellow green diamond grade

The size of the striping will be 6.00".

LETTERING

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING

Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

CAB GRILLE DESIGN
An American flag design will be painted on the cab grille.

EMBLEM
There shall be two (2) pair of emblems showing a "Dept. Patch" installed on the City Seal crew cab doors. The emblem will be made with reflective material. The size will be approximately 12.00" high x 12.00" wide.

MALTESE CROSS INSTALLATION
There will be one (1) pair of maltese crosses, comprised of genuine gold leaf material, provided and installed Joplin Emblem on boom panels.

RUST PROOFING/UNDERCOATING
The apparatus will be properly treated by an authorized Ziebart dealer.

The underside of the apparatus will be undercoated with an asphalt petroleum based material, dark in color.

The undercoating material utilized on the apparatus will be formulated to resist corrosion and deaden unwanted sound or road noise.

Coating texture will appear firm, flexible, and resistant to abrasion. Minimum dry film thickness will be in the range of 8.00 to 12.00 mils.

The material will be applied to the following areas:

Body and cab wheel well fender liners, on the back side only.

Underside of body and cab sheet metal, and structural components.

Underside and vertical sides of all sheet metal compartmentation, including support angles.

Structural support members under running boards, rear platforms, battery boxes, walkways, etc.

Inside surfaces of the pump heat enclosure, (when installed).

FIRE APPARATUS PARTS CD MANUAL
There will be two (2) custom parts manuals for the complete fire apparatus provided in CD format with the completed unit.

The manuals will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly

- Parts section sorted in alphabetical order
- Instructions on how to locate parts

The manuals will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

SERVICE PARTS INTERNET SITE

The service parts information included in these manuals are also available on the factory website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE CD MANUALS

There will be two (2) CD format chassis service manuals containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- EngineTires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION CD MANUALS

There will be two (2) CD format chassis operation manuals provided.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce custom chassis limited warranty certificate, WA0284, is included with this proposal.

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ENGINE WARRANTY

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY

A TRW **one (1) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, is included with this proposal.

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FRONT AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system**.**

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

PUMP WARRANTY

A Waterous pump limited warranty certificate, WA0225, is included with this proposal.

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY

The Pierce device limited warranty certificate, WA0052, is included with this proposal.

AERIAL SWIVEL WARRANTY

An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

HYDRAULIC SYSTEM COMPONENTS WARRANTY

Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty.

HYDRAULIC SEAL WARRANTY

Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty.

A copy of the warranty certificates will be submitted with the bid package.

AERIAL WATERWAY WARRANTY

An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FOUR (4) YEAR PRO-RATED PAINT AND CORROSION

A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

FIVE (5) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY

A SmartPower limited warranty certificate, WA0286, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of bid.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab integrity certification with this proposal. The certification will state that the cab has been tested and certified by an independent third-party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will

provide a state-licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.

- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

- Roof Crush

The cab will be subjected to a roof crush force of 22,050 lbs. This value meets the ECE 29 criteria and is equivalent to the front axle rating up to a maximum of 10 metric tons.

- Additional Roof Crush

The same cab will be subjected to a roof crush force of 100,000 lbs. This value exceeds the ECE 29 criteria by nearly 4.5 times.

- Side Impact

The same cab will be subjected to dynamic preload where a 13,275 lb moving barrier slams into the side of the cab at 5.5 mph at a force of 13,000 ft-lbs. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

- Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lbs of force using a moving barrier in accordance with SAE J2420.

- Additional Frontal Impact

The same cab will withstand a frontal impact of 65,200 ft-lbs of force using a moving barrier, (twice the force required by SAE J2420).

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

CAB DEFROSTER CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

CAB HEATER CERTIFICATION

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 75 F from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

CAB AIR CONDITIONING PERFORMANCE CERTIFICATION

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 67 degrees

Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
    - The nameplate rating of the alternator.
    - The alternator rating under the conditions specified per:
        - Applicable NFPA 1901 or 1906 (Current Edition).
    - The minimum continuous load of each component that is specified per:
        - Applicable NFPA 1901 or 1906 (Current Edition).
    - Additional loads that, when added to the minimum continuous load, determine the total connected load.
    - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: December 7, 2015
ITEM: Council Bill No. 2015-629 authorizing the City of Joplin to enter into a purchase order for the purchase of one (1) Pierce Manufacturing Ladder Platform Fire Apparatus

ORIGINATING DEPARTMENT: Joplin Fire Department
ATTACHMENTS: Council Bill No. 2015-629; Exhibit "1": Proposal for Joplin Prepared by Schuhmacher Fire Equipment.

DEPARTMENT HEAD:	Chief James Furgerson
FINANCE:	Leslie Haase
LEGAL:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves a purchase order for one (1) Pierce Manufacturing ladder platform fire apparatus from Pierce Manufacturing for the amount of One Million Fifty-One Thousand, Two Hundred Sixteen Dollars ($1,051,216.00), after a $45,000.00 credit for the trade-in of a 2001 HME aerial truck.

DISCUSSION:

This Council bill proposes the purchase of a Pierce Manufacturing aerial ladder platform fire apparatus ("ladder truck"). The pricing offered to the Joplin Fire Department is based directly from the Kansas City Missouri Fire Department recent multiple truck order. The City of Kansas City Missouri utilized the cooperative purchasing agreement through the Houston Galveston Area Council, known commonly as HGAC, to specify and purchase these fire apparatus. Over the last several years and throughout the United States, hundreds of fire apparatus have been purchased utilizing the HGAC program. In Missouri, numerous cities have purchased apparatus for their fire departments. The recent offer to the City of Joplin came to the City unexpectedly and is good only through December 10, 2015. The purchase of the ladder truck through this program will save the City of Joplin approximately $250,000.00 based on current information.

The HGACBuy Program is over thirty (30) years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. The engineering and technical specifications of the ladder truck meet all of the needs of the City of Joplin.

RECOMMENDATION:

Staff presents this Council Bill on an Emergency basis.

PCE/ab
attachments

PROPOSAL FOR FURNISHING FIRE APPARATUS

November 2, 2015

City of Joplin
CIO Fire Department

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One-Pierce Custom 100Ft. Platform aerial per proposal $ 1,096,216.00

This proposal is a tack-on to the Kansas City, Missouri proposal and through the HGAC contract. Because of the expiration of the HGAC contract this price is only Good until December 10, 2015.

If unit is prepaid with a 100% performance bond the prepaid price will be $3840.00

Trade-In of 2001 HME aerial provided is has a current pump and aerial test $45000.00

Total $ 1,051,216.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 220 working days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at Appleton, Wisconsin.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 25 days from date, the right is reserved to .withdraw this proposition.

Pierce Manufacturing, Inc.

By: _____
AUTHORIZED SALES REPRESENTATIVE
John G. Schuhmacher

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 16, 2015

ITEM: COUNCIL BILL NO. 2015-531
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Fire Chief: Jimmy Furgerson
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees, as well as establishes new commercial inspection fees in the fire department.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the fire prevention fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services. Additionally, the recommendation is to establish two new commercial inspection fees.

The proposed changes are as follows:

- Change the commercial fire plan review fee. The recommended change is to increase the multiplier from .00075 to .001 of the building permit value.
- Establish a minimum fire plan review fee based on the Building Safety Journal.
- Increase the Operational Permit from $50.00 to $100.00.
- Increase the Fireworks Stand Fee from $50.00 to $100.00.
- Create two new commercial inspection fees. This ordinance creates an underground sprinkler inspection fee of $100.00 and a hood suppression inspection fee of $50.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-531 ORDINANCE NO.

AN ORDINANCE repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the fire department.

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

Section 1. That Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, be repealed and a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE II. FIRE PREVENTION CODE**

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 58-68. Schedule of Fees.

The following is a schedule of the fire department permit fees:

(1) *Plan Review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:
   a. *Fire Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500 per plan review.
      i. The value of the project in this section shall be computed by one of the following methods and approved by the Fire Marshal, but in no case shall the value of the project be less than the minimum set forth in this section.
         a) Provided by the person applying for the permit and verified by the Fire Marshal.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

ii. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Sprinkler/Standpipe Plan Review* fee shall be $200 for commercial permits and $50 for residential permits.

c. *Alarm System Plan Review* fee shall be $200 for commercial permits and $50 for residential permits.

(2) *Inspection Fees.* Where an inspection for an underground sprinkler system or a hood suppression system is required for any reason, fees shall be collected as follows:

a. *Underground Sprinkler Inspection* fee shall be $100.00 for commercial permits.

b. *Hood Suppression Inspection* fee shall be $50.00 for commercial permits.

(3) *Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Operational Permit fee.* Operational permits, as referenced in the International Fire Code, shall be issued on a yearly basis and may be revoked by the Fire Marshal at any time for cause. Operational permits shall be $100.00 for the first permit and $25.00 for each additional permit, but not to exceed $500.00 each calendar year.

b. *Construction Permit fee.* Construction permits, as referenced in the International Fire Code, shall be issued at the time of the construction, repair, replacement or extension of all listed systems, processes or occupancies as set out in the International Fire Code. These permits may be revoked by the Fire Marshal at any time for cause.

Construction permits shall be $100.00 each.

(4) *Burn Permit Fees.*

a. *General Burn Permit Fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than 3 feet diameter by 2 feet high shall cost $5.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

(5) *Reinspection Fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.
2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(6) *Firework Stand Fees.*

a. $100.00 per calendar year as referenced in Section 58-66.

(7) *Fee Review Process.*

City Council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 16, 2015

ITEM: COUNCIL BILL NO. 2015-540
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

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

INTRODUCTION:
This Council Bill changes certain existing fees in the building department.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the building regulation fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the user fee review, the city proposed increasing the multiplier for residential permits, as well as increasing the residential electrical, mechanical, plumbing, and gas permit fees. The Home Builders Association expressed some concerns with the proposal, so city staff met with representatives from the HBA. After review and discussions with the HBA representatives, city staff has revised the proposed fee change. The City is proposing to make no change to the multiplier and fees for residential permits and instead establish a minimum project value for building permits based on the Building Safety Journal. This method will increase revenues to cover the costs of providing these services, while leveling the playing field by creating a base fee for all residential builders. Currently, the project value is established by the person obtaining the building permit.

The proposed changes are as follows:

- Change the commercial building plan review fee. The recommended change is to increase the multiplier from .00075 to .001 of the building permit value.
- Increase the commercial building permit fee by increasing the multiplier from .003 to .004 of the building permit value.

- Establish a minimum building plan review fee and building permit fee based on the Building Safety Journal.
- Increase the commercial electrical permit, mechanical permit, plumbing permit, and gas permit fees from $50.00 to $75.00.
- Increase the swimming permit fees from $40.00 for residential to $50.00 and from $60.00 for commercial to $75.00.
- Increase the commercial demolition permit from $50.00 to $75.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-540 **ORDINANCE NO.**

AN ORDINANCE repealing Article IV, Permits and Fees, and Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Article IV, Permits and Fees, and Section 26-593, Fee, of Article IV, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, be repealed and a new Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

CHAPTER 26 BUILDINGS AND BUILDING REGULATIONS

Article IV. Permits and Fees

Sec. 26-91. Building permit fees; reinspection fee.
The following is a schedule of the building department permit fees:

(1) *Plan Review.* Where a building plan review is required for any reason, fees shall be collected for such plan review as follows:

a. *Building Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500 per building plan review, but in no case shall the value of the project be less than the minimum set forth in this section.

1. The value of the project in this section shall be computed by one of the following methods and approved by the Building Official or his designee.

a) Provided by the person applying for the permit and verified by the Building Official.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Building Residential Plan Review* fee shall be .0005 multiplied by the value of the project, with a maximum cap of $2,500 per building plan review, but in no case shall the value of the project be less than the minimum set forth in this section.

1. The value of the project in this section shall be computed by one of the following methods and approved by the Building Official or his designee.

a) Provided by the person applying for the permit and verified by the Building Official.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

(2) *Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Building Commercial permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2.

b. *Commercial Repairs and alterations permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. In no case, shall a building permit fee be less than $25.00.

c. *Commercial Amendments to permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. An amendment to a building permit shall not be issued until the additional fee, if any, owing to an increase in the estimated project cost shall have been paid.

d. *Residential Commercial permit fee* shall be .003 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2.

e. *Residential Repairs and alterations permit* fee shall be .003 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. In no case, shall a building permit fee be less than $25.00.

f. *Residential Amendments to permit* fee shall be .003 multiplied by the value the project as calculated in 26-91, 1, a, 1 and 2. An amendment to a building permit shall not be issued until the additional fee, if any, owing to an increase in the estimated project cost shall have been paid.

(3) *Reinspection Fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(4) *Other Fees.*

a. *Fences.* The fee for fences shall be as follows:

1) Residential - $25.00

2) Commercial - $50.00

b. *Swimming pools and spas.* The fees for swimming pools and spas shall be as follows:

1) One- and two-family dwellings (residential, private) $50.00 each.

2) Multiple-family dwellings, motels and hotels (commercial, public and semi-public) $75.00 each.

(5) *Special Inspections.* Inspections made anytime other than normal working hours, 8:00 a.m. – 5:00 p.m., Monday through Friday, will result in an additional fee of $25.00 per half hour of inspection time with a minimum charge of one hour of labor in addition to the permit cost. The minimum fee must be prepaid at the time the inspection is scheduled. If the inspection exceeds one hour, permittee will be billed by mail for the additional amount. If the inspection is not cancelled within 24 hours of the scheduled time, there will be no refunds.

(6) *Certificate of Occupancy.*

a. Where required by this code, or requested by owner, a certificate of occupancy shall be issued prior to the occupancy of the structure at no fee.

b. When required by this code or requested by owner a certificate of completion shall be issued at no fee.

(7) *Duplicate Permit or Certificate.* Whenever a permit or certificate is lost or destroyed or a copy is requested, a duplicate permit or certificate shall be issued by the Building Department upon payment of a replacement fee of Five Dollars ($5.00).

(8) *Permits and Certificates – Fines.* When work has started for which a permit or certificate is required by this article, prior to obtaining the permit or certificate, the fees specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this article in the execution of the work nor from any other penalties in this article. A fine of up to $500.00 per day per violation may be imposed.

(9) Fee Review Process.
City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge.

Sec 26-92. Electrical Permit Fees; re-inspection fees.

The following is a schedule of the electrical fees (permits are required for each address and unit):

(1) *Electrical Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction. Permit for new and existing construction/additions/upgrades/alterations:
a. Commercial/Industrial: $75.00
b. Residential (single family, multi-family, each apartment or house): $25.00
c. Signs and outline lighting, each: $25.00
d. Temporary service. For construction purposes, fairs, carnivals, exhibitions and similar purposes, $25.00
e. Relocation of existing electrical equipment, a flat fee of $25.00. Where multiple relocations are required at the same address, an additional $5.00/panel, meter, section, etc. shall be applied.

(2) *Reinspection Fees.*
a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:
1) When wrong address is provided.
2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes.
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00

Sec 26-93. Plumbing, gasfitting, and mechanical permit fees; re-inspection fees.

The following is a schedule of the plumbing, gasfitting, and mechanical fees (permits are required for each address and unit):

(1) *Plumbing, Gasfitting, Mechanical Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction. Permit for new and existing construction/additions/upgrades/alterations:
a. Commercial/Industrial: $75.00
b. Residential (single family, multi-family, each apartment or house): $25.00

(2) *Reinspection Fees.*
a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:
1) When wrong address is provided.

2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes.
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00

Secs. 26-94 – 26-100. – Reserved.

Section 2. That Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations be repealed and a new Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

ARTICLE IV. DEMOLITION OF STRUCTURES

DIVISION 2. LICENSE*

Sec. 26-593. Fee.

(1) Fee. A demolition permit shall be issued as follows:
(a) Commercial Structure.....$75.00
(b) Residential Structure.....$35.00
(c) Accessory Structure.....$10.00

Section 3. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: COUNCIL BILL NO. 2015-279
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 11/09/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 039-15: Northeast corner of Florida Avenue and Water's Edge Boulevard – A request for the review of a Final Plat for Water's Edge Unit No. 4, a 27 lot residential subdivision, for future residential development – Molandco Inc.

STAFF SUMMARY:
The final plat approval is for Water's Edge Unit No. 4. This addition will be a 27 lot residential subdivision in the existing Water's Edge development. This is a gated community with private streets, although there will be a way to enter the property from Florida Avenue. Because it has a "PD" (Planned Development) designation, the City of Joplin will require a Site Plan Review before any buildings are constructed on the property.

Staff recommends approval of Case 039-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Allyn Burt requested the review of the final plat for Water's Edge Unit No. 4, which contains 27 lots.

Mr. Eastman asked about the water in this area, and Mr. Burt stated the culverts that were installed around 1997 have failed. The eight-foot culverts had rusted, with the pressure of the flood pushing large rocks and boulders right through the metal. He is in the process of concreting that area.

Mr. Eastman asked if the plat will contain single-family homes, and Mr. Burt replied yes.

Mr. Duncan asked Mr. Burt if he has any deed restrictions on his current lots in Water's Edge, and he replied yes. He will have deed restrictions on the lots in this subdivision as well, with the plat being a gated community.

Mr. Duncan thought the application stated no deed restrictions. Ms. Cunningham stated the engineer who prepared the plat caught some small errors that he has since corrected, with the commissioners having the updated version of the plat. The City surveyor will review the plat prior to the December 7th City Council meeting. The approval of the plat would be conditional upon Chad Weller, the City surveyor, making sure everything checks out and is in compliance.

PUBLIC COMMENT:
None.

P & Z Case 039-15
Molandco Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-279 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for WATER'S EDGE UNIT NO. 4 in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of WATER'S EDGE UNIT NO. 4, described as follows:

A tract of land in the S.E. Qtr. Sec.36 T.28N. R.33W., in the City of Joplin, Jasper County, Missouri, described as follows:

COMMENCING AT A POINT, at a 1/2" rebar found on the N. line of said S.E. Qtr., said POINT OF COMMENCEMENT being the N.E. corner of Lot 837 of Castle Rock Sub Division as recorded in P.B.3 P.120 of the Jasper County Missouri Land Records, and the N.W. corner of lands standing now and formerly in the name of Molandco, Inc., recorded in B.1786 P.192 of said land records.

THENCE: Bearing S.02d08'51"W., a Distance of 514.33', along the E. line of said Castle Rock and the W. line of said lands of Molandco, Inc., to a POINT;

Said POINT being the POINT OF BEGINNING;

COURSE 1: Thence Bearing S.87d51'09"E., a Distance of 115.00', to a Point;
COURSE 2: Thence Bearing N.02d08'51"E., a Distance of 37.96', to a Point;
COURSE 3: Thence Bearing S.87d51'09"E., a Distance of 44.00', to a Point;
COURSE 4: Thence Bearing S.83d50'22"E., a Distance of 92.94', to a Point;
COURSE 5: Thence Bearing S.67d23'21"E., a Distance of 105.78', to a Point;
COURSE 6: Thence Bearing N.29d56'37"E., a Distance of 76.29', to a Point;
COURSE 7: Thence Curving 70.41', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 70.41', which Bears N.37d22'48"E., to a Point;
COURSE 8: Thence Bearing S.45d18'56"E., a Distance of 44.00', to a Point;
COURSE 9: Thence Bearing S.47d20'46"E., a Distance of 123.85', to a Point;
COURSE 10: Thence Bearing S.32d40'48"W., a Distance of 71.28', to a Point;

COURSE 11: Thence Bearing S.31d30'49"W., a Distance of 75.52', to a Point;
COURSE 12: Thence Bearing S.24d06'46"W., a Distance of 67.90', to a Point;
COURSE 13: Thence Bearing S.01d23'56"E., a Distance of 71.60', to a Point;
COURSE 14: Thence Bearing S.10d01'33"E., a Distance of 98.65', to a Point;
COURSE 15: Thence Bearing S.08d54'21"W., a Distance of 117.37', to a Point;
COURSE 16: Thence Bearing S.23d14'23"W., a Distance of 109.62', to a Point;
COURSE 17: Thence Bearing S.33d56'18"W., a Distance of 92.64', to a Point;
COURSE 18: Thence Bearing S.21d28'00"W., a Distance of 80.71', to a Point;
COURSE 19: Thence Bearing S.10d03'10"W., a Distance of 113.87', to a Point;
COURSE 20: Thence Bearing N.64d58'22"E., a Distance of 22.46', to a Point;
COURSE 21: Thence Curving 141.46', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 141.46', which Bears N.80d02'41"E., to a Point;
COURSE 22: Thence Bearing S.84d53'01"E., a Distance of 118.04', to a Point;
COURSE 23: Thence Curving 109.19', along an Arc to the Left, having a Radius of 278.00', and a Long Chord of 109.19', which Bears N.83d47'26"E., to a Point;
COURSE 24: Thence Bearing N.72d27'53"E., a Distance of 27.40', to a Point being the N.W. Corner of the W. end of Waters Edge Blvd., as shown on the Plat of Waters Edge Unit Number 3 Recorded in Plat Book 18, Page 37 of the aforesaid land records;
COURSE 25: Thence Bearing S.17d32'08"E., a Distance of 44.00', to a Point being the Western Corner of Lot 78 of the aforesaid Unit No. 3;
COURSE 26: Thence Bearing S.72d27'53"W., a Distance of 27.40', to a Point;
COURSE 27: Thence Curving 126.47', along an Arc to the Right, having a Radius of 322.00', and a Long Chord of 126.47', which Bears S.83d47'26"W., to a Point;
COURSE 28: Thence Bearing N.84d53'01"W., a Distance of 118.04', to a Point;
COURSE 29: Thence Curving 118.57', along an Arc to the Left, having a Radius of 228.00', and a Long Chord of 118.57', which Bears S.80d02'41"W., to a Point;
COURSE 30: Thence Bearing S.64d58'22"W., a Distance of 50.13', to a Point;
COURSE 31: Thence Curving 253.25', along an Arc to the Right, having a Radius of 319.00', and a Long Chord of 253.25', which Bears S.88d21'36"W., to a Point;
COURSE 32: Thence Bearing S.65d35'41"W., a Distance of 88.44', to a Point being the S.E. corner of Lot 872 of the aforesaid Castle Rock;
COURSE 33: Thence Bearing N.87d46'04"W., a Distance of 118.91', along the S. line of said Lot 872 to a Point;
COURSE 34: Thence Bearing N.02d15'56"E., a Distance of 120.00', along the E. line of Florida Ave. to a Point Referenced by an Iron Pipe Found 0.01'E. thereof;
COURSE 35: Thence Bearing S.87d46'04"E., a Distance of 119.24', along the N. line of Lot 870 of said Castle Rock to a Point;
COURSE 36: Thence Bearing N.02d08'51"E., a Distance of 823.38', along the E. line of said Castle Rock to a POINT;

Said POINT being the POINT OF BEGINNING.

Containing 10.2415-Acres.

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

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

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

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: November 9, 2015
City Council Meeting: December 7, 2015

STAFF PLANNING REPORT
Final Plat

CASE 039-15 Final Plat review for "Water's Edge Unit No. 4"

NAME OF SUBDIVISION Water's Edge Unit No. 4

LOCATION: Northeast corner of Florida Avenue and Water's Edge Boulevard

APPLICANT: Molandco, Inc.

PRESENT ZONING: R-3 PD, Multi-Family Residential – Planned Development

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	CO and R-3-PD	R-3-PD	R-1
Land Use	Residential	Residential	Undeveloped	Residential

SUBDIVISION:

Number of lots
27

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Water's Edge Boulevard	Secondary	N/A – Private
Florida Ave	Arterial	60'

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

No.

UTILITIES Utilities are nearby and will be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION

The final plat approval is for Water's Edge Unit No. 4. This addition will be a 27 lot residential subdivision in the existing Water's Edge development. This is a gated community with private streets, although there will be a way to enter the property from Florida Avenue. Because it has a "PD" (Planned Development) designation, the City of Joplin will require a Site Plan Review before any buildings are constructed on the property.

Staff recommends approval of Case 039-15.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: _____
Date Filed: _____
Date of Meeting: 11-9-15
Fee: 235.00

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Water's Edge Unit No. 4

II. Name of Owner: Molandco, Inc.

III. Name of Subdivider: Molandco, Inc.

IV. Name of Person who prepared the Plat: Zachary Winters

V. Date of Hearing: 11-9-15

VI. Location of Property by Streets: Water's Edge Blvd. East of Florida

VII. Present Zoning of Property R-3 PD

VIII. Present Uses of Property Unimproved

IX. No. of Acres in Total Tract 10.2415 No. of Lots 27

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☒	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☒	☐

C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	☒	☐
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	☒	☐
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	☒	☐
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	☒	☐
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	☒	☐
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission.	☒	☐
I.	Building setback lines on the front and side streets with dimensions.	☒	☐
J.	Name and address of the registered land surveyor preparing the plat.	☒	☐
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	☒	☐
L.	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated.	☒	☐
XI.	Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted?	☐	☒

Will be submitting with corrections prior to City Council (12-7-15)

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☐

B. Dedications or reservations. ☐ ☐

C. Surveyor preparing plat. ☐ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐

XIII. Deed Restrictions:

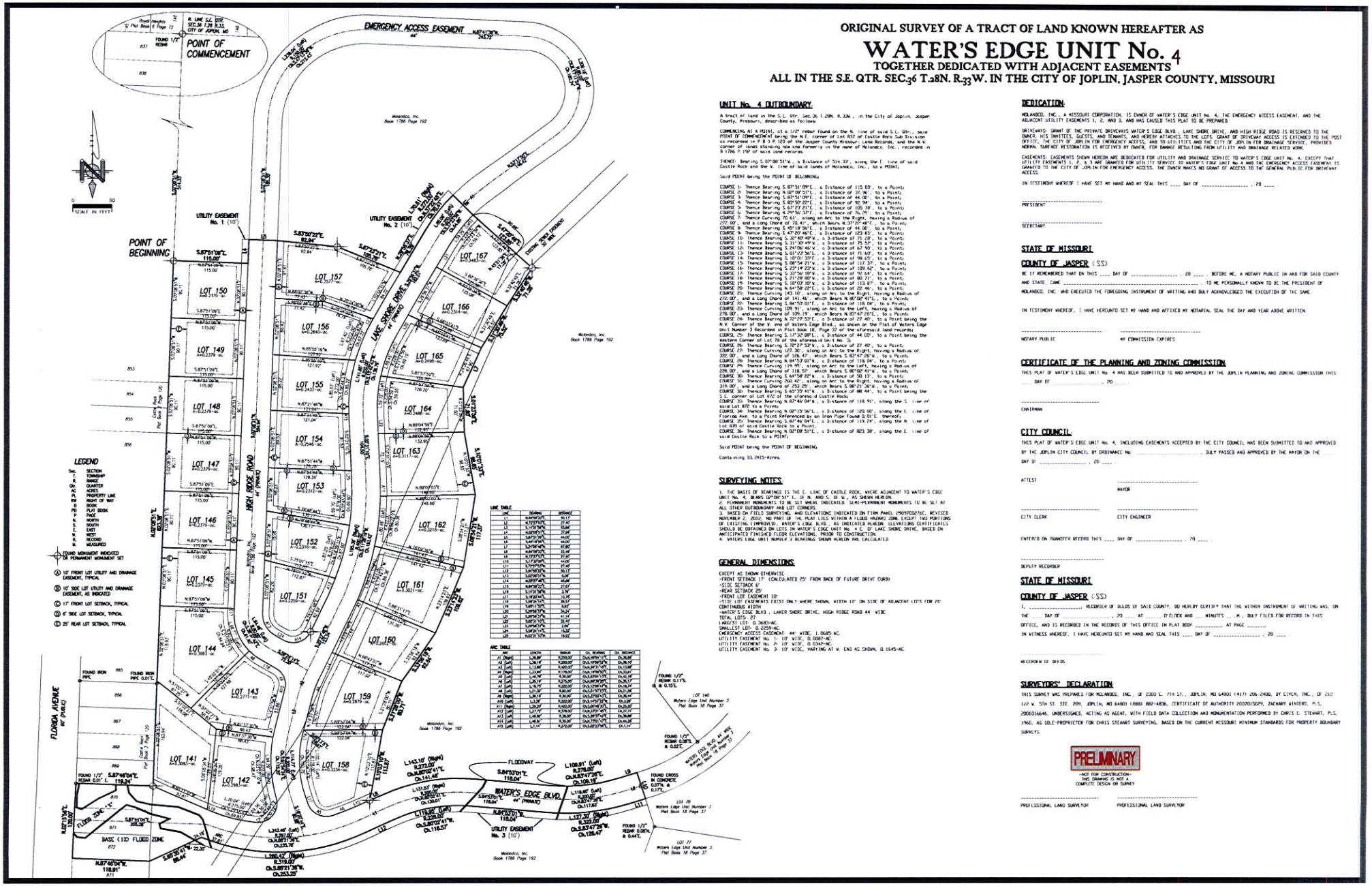
A. Are any deed restrictions planned for subdivision? ☐ ☒

B. If so, has a copy been submitted? ☐ ☒

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒



ORIGINAL SURVEY OF A TRACT OF LAND KNOWN HEREAFTER AS

WATER'S EDGE UNIT No. 4

TOGETHER DEDICATED WITH ADJACENT EASEMENTS

ALL IN THE S.E. QTR. SEC.36 T.28N. R.33W. IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

UNIT No. 4 OUTBOUNDARY

A tract of land in the S.E. Qtr. Sec.36 T.28N. R.33W., in the City of Joplin, Jasper County, Missouri, described as follows:

COMMENCING AT A POINT, at a 1/2" rebar found on the N. line of said S.E. Qtr., said POINT OF COMMENCEMENT being the N.E. corner of Lot 837 of Castle Rock Sub Division as recorded in P.B.3 P.120 of the Jasper County Missouri Land Records, and the N.W. corner of lands standing now and formerly in the name of Molanco, Inc., recorded in B.1786 P.190 of said land records;

THENCE: Bearing S.07°00'51"W., a Distance of 514.33', along the E. line of said Castle Rock and the W. line of said lands of Molanco, Inc., to a POINT;

Said POINT being the POINT OF BEGINNING;

COURSE 1: Thence Bearing S.87°51'09"E., a Distance of 115.00', to a Point;
COURSE 2: Thence Bearing N.08°08'51"E., a Distance of 37.96', to a Point;
COURSE 3: Thence Bearing S.82°51'09"E., a Distance of 44.00', to a Point;
COURSE 4: Thence Bearing S.82°56'25"E., a Distance of 92.94', to a Point;
COURSE 5: Thence Bearing S.67°23'21"E., a Distance of 105.78', to a Point;
COURSE 6: Thence Bearing N.29°56'32"E., a Distance of 76.79', to a Point;
COURSE 7: Thence Curving 70.61', along an Arc to the Right, having a Radius of 270.00', and a Long Chord of 70.41', which Bears N.37°35'49"E., to a Point;
COURSE 8: Thence Bearing S.45°18'56"E., a Distance of 44.00', to a Point;
COURSE 9: Thence Bearing S.47°20'46"E., a Distance of 123.83', to a Point;
COURSE 10: Thence Bearing S.30°40'49"W., a Distance of 71.28', to a Point;
COURSE 11: Thence Bearing S.31°30'49"W., a Distance of 75.53', to a Point;
COURSE 12: Thence Bearing S.24°06'46"W., a Distance of 67.90', to a Point;
COURSE 13: Thence Bearing S.03°22'36"E., a Distance of 71.62', to a Point;
COURSE 14: Thence Bearing S.10°01'33"E., a Distance of 98.65', to a Point;
COURSE 15: Thence Bearing S.08°54'21"W., a Distance of 117.37', to a Point;
COURSE 16: Thence Bearing S.23°14'23"W., a Distance of 109.62', to a Point;
COURSE 17: Thence Bearing S.32°56'10"W., a Distance of 90.64', to a Point;
COURSE 18: Thence Bearing S.21°29'00"W., a Distance of 80.71', to a Point;
COURSE 19: Thence Bearing S.10°02'10"W., a Distance of 113.87', to a Point;
COURSE 20: Thence Bearing N.64°58'20"E., a Distance of 20.46', to a Point;
COURSE 21: Thence Curving 143.10', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 141.46', which Bears N.80°06'41"E., to a Point;
COURSE 22: Thence Bearing S.84°52'01"E., a Distance of 118.04', to a Point;
COURSE 23: Thence Curving 109.91', along an Arc to the Left, having a Radius of 278.00', and a Long Chord of 109.19', which Bears N.83°47'25"E., to a Point;
COURSE 24: Thence Bearing N.72°27'53"E., a Distance of 27.40', to a Point being the N.W. Corner of the W. end of Waters Edge Blvd., as shown on the Plat of Waters Edge Unit Number 3 Recorded in Plat Book 18, Page 37 of the aforesaid land records;
COURSE 25: Thence Bearing S.17°32'08"E., a Distance of 44.02', to a Point being the Western Corner of Lot 78 of the aforesaid Unit No. 3;
COURSE 26: Thence Bearing S.72°27'53"W., a Distance of 27.40', to a Point;
COURSE 27: Thence Curving 123.30', along an Arc to the Right, having a Radius of 322.00', and a Long Chord of 122.62', which Bears S.83°47'25"W., to a Point;
COURSE 28: Thence Bearing N.84°52'01"W., a Distance of 118.04', to a Point;
COURSE 29: Thence Curving 114.95', along an Arc to the Left, having a Radius of 228.00', and a Long Chord of 113.72', which Bears S.80°52'41"W., to a Point;
COURSE 30: Thence Bearing S.64°58'20"W., a Distance of 50.13', to a Point;
COURSE 31: Thence Curving 260.42', along an Arc to the Right, having a Radius of 319.00', and a Long Chord of 253.25', which Bears S.88°23'36"W., to a Point;
COURSE 32: Thence Bearing S.65°35'41"W., a Distance of 88.44', to a Point being the S.E. corner of Lot 672 of the aforesaid Castle Rock;
COURSE 33: Thence Bearing N.87°46'04"W., a Distance of 118.91', along the S. line of said Lot 672 to a Point;
COURSE 34: Thence Bearing N.08°13'56"E., a Distance of 120.00', along the E. line of Florida Ave. to a Point Referenced by an Iron Pipe Found 0.01'E. thereof;
COURSE 35: Thence Bearing N.87°46'04"W., a Distance of 119.24', along the N. line of Lot 670 of said Castle Rock Sub to a Point;
COURSE 36: Thence Bearing N.02°09'51"E., a Distance of 823.38', along the E. line of said Castle Rock to a POINT;

Said POINT being the POINT OF BEGINNING.

Containing 10.2415-Acres.

SURVEYING NOTES

1. THE BASIS OF BEARINGS IS THE E. LINE OF CASTLE ROCK, WHERE ADJACENT TO WATER'S EDGE UNIT No. 4, BEARS 02°09'51"E. (D.M. AND S. OF W., AS SHOWN HEREON.
2. PERMANENT MONUMENTS TO BE SET WHERE INDICATED. SEMI-PERMANENT MONUMENTS TO BE SET AT ALL OTHER OUTBOUNDARY AND LOT CORNERS.
3. BASED ON FIELD SURVEYING, AND ELEVATIONS INDICATED ON FIRM PANEL 29097C0276C, REVISED NOVEMBER 2, 2010, NO PART OF THE PLAT LIES WITHIN A 1%ANU HAZARD ZONE EXCEPT TWO PORTIONS OF EXISTING (IMPROVED) WATER'S EDGE BLVD., AS INDICATED HEREON. ELEVATIONS CERTIFICATES SHOULD BE OBTAINED ON LOTS IN WATER'S EDGE UNIT No. 4 E. LAKE SHORE DRIVE, BASED ON ANTICIPATED FINISHED FLOOR ELEVATIONS, PRIOR TO CONSTRUCTION.
4. WATERS EDGE UNIT NUMBER 3 BEARINGS SHOWN HEREON ARE CALCULATED.

GENERAL DIMENSIONS

EXCEPT AS SHOWN OTHERWISE
-FRONT SETBACK 17' (CALCULATED 25' FROM BACK OF FUTURE DRIVE CURB)
-SIDE SETBACK 6'
-REAR SETBACK 25'
-FRONT LOT EASEMENT 10'
-SIDE LOT EASEMENTS EXIST ONLY WHERE SHOWN, WIDTH 10' ON SIDE OF ADJACENT LOTS FOR 20' CONTINUOUS WIDTH
-WATER'S EDGE BLVD., LAKER SHORE DRIVE, HIGH RIDGE ROAD 44' WIDE
TOTAL LOTS: 27
LARGEST LOT: 0.3683-AC.
SMALLEST LOT: 0.2259-AC.
EMERGENCY ACCESS EASEMENT 44' WIDE, 1.0685 AC.
UTILITY EASEMENT No. 1: 10' WIDE, 0.0087-AC
UTILITY EASEMENT No. 2: 10' WIDE, 0.0347-AC
UTILITY EASEMENT No. 3: 10' WIDE, VARYING AT W. END AS SHOWN, 0.1645-AC.

DEDICATION

MOLANCO, INC., A MISSOURI CORPORATION, IS OWNER OF WATER'S EDGE UNIT No. 4, THE EMERGENCY ACCESS EASEMENT, AND THE ADJACENT UTILITY EASEMENTS 1, 2, AND 3, AND HAS CAUSED THIS PLAT TO BE PREPARED.

DRIVEWAYS: GRANT OF THE PRIVATE DRIVEWAYS WATER'S EDGE BLVD., LAKE SHORE DRIVE, AND HIGH RIDGE ROAD IS RESERVED TO THE OWNER, HIS INVITEES, GUESTS, AND TENANTS, AND HEREBY ATTACHES TO THE LOTS. GRANT OF DRIVEWAY ACCESS IS EXTENDED TO THE POST OFFICE, THE CITY OF JOPLIN FOR EMERGENCY ACCESS, AND TO UTILITIES AND THE CITY OF JOPLIN FOR DRAINAGE SERVICE, PROVIDED NORMAL SURFACE RESTORATION IS RECEIVED BY OWNER, FOR DAMAGE RESULTING FROM UTILITY AND DRAINAGE RELATED WORK.

EASEMENTS: EASEMENTS SHOWN HEREON ARE DEDICATED FOR UTILITY AND DRAINAGE SERVICE TO WATER'S EDGE UNIT No. 4, EXCEPT THAT UTILITY EASEMENTS 1, 2, & 3 ARE GRANTED FOR UTILITY SERVICE TO WATER'S EDGE UNIT No. 4 AND THE EMERGENCY ACCESS EASEMENT IS GRANTED TO THE CITY OF JOPLIN FOR EMERGENCY ACCESS. THE OWNER MAKES NO GRANT OF ACCESS TO THE GENERAL PUBLIC FOR DRIVEWAY ACCESS.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND MY SEAL THIS ___ DAY OF _____, 20 ____.

_____
PRESIDENT

_____
SECRETARY

STATE OF MISSOURI

COUNTY OF JASPER (SS)

BE IT REMEMBERED THAT ON THIS ___ DAY OF _____, 20 ____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME PERSONALLY KNOWN TO BE THE PRESIDENT OF MOLANCO, INC. WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

CERTIFICATE OF THE PLANNING AND ZONING COMMISSION

THIS PLAT OF WATER'S EDGE UNIT No. 4 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ___ DAY OF _____, 20 ____.

_____
CHAIRMAN

CITY COUNCIL

THIS PLAT OF WATER'S EDGE UNIT No. 4, INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE No. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE ___ DAY OF _____, 20 ____.

ATTEST _____
MAYOR

_____ _____
CITY CLERK CITY ENGINEER

ENTERED ON TRANSFER RECORD THIS ___ DAY OF _____, 20 ____.

_____
DEPUTY RECORDER

STATE OF MISSOURI

COUNTY OF JASPER (SS)

I, _____ RECORDER OF DEEDS OF SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS, ON THE ___ DAY OF _____, 20 ____, AT _____ O'CLOCK AND ___ MINUTES __.M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK _____ AT PAGE _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS ___ DAY OF _____, 20 ____.

_____
RECORDER OF DEEDS

SURVEYORS' DECLARATION

THIS SURVEY WAS PREPARED FOR MOLANCO, INC., OF 2300 E. 7TH ST., JOPLIN, MO 64801 (417) 206-2400, BY CIVIL, INC., OF 212 1/2 W. 5TH ST. STE. 209, JOPLIN, MO 64801 (888) 882-4836, CERTIFICATE OF AUTHORITY 2007015029, ZACHARY WINTERS, P.L.S. 2006016646, UNDERSIGNED, ACTING AS AGENT, WITH FIELD DATA COLLECTION AND MONUMENTATION PERFORMED BY CHRIS C. STEWART, P.L.S. 1960, AS SOLE-PROPRIETOR FOR CHRIS STEWART SURVEYING, BASED ON THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

PRELIMINARY
-NOT FOR CONSTRUCTION-
THIS DRAWING IS NOT A COMPLETE DESIGN OR SURVEY

_____ _____
PROFESSIONAL LAND SURVEYOR PROFESSIONAL LAND SURVEYOR

Case 039-15: Northeast corner of Florida Avenue and Water's Edge Boulevard – A request for the review of a Final Plat for Water's Edge Unit No. 4, a 27 lot residential subdivision, for future residential development – Molandco Inc.

Mr. Eastman opened the public comment period for Case 039-15.

Mr. Allyn Burt requested the review of the final plat for Water's Edge Unit No. 4, which contains 27 lots.

Mr. Eastman asked about the water in this area, and Mr. Burt stated the culverts that were installed around 1997 have failed. The eight-foot culverts had rusted, with the pressure of the flood pushing large rocks and boulders right through the metal. He is in the process of concreting that area.

Mr. Eastman asked if the plat will contain single-family homes, and Mr. Burt replied yes.

Mr. Duncan asked Mr. Burt if he has any deed restrictions on his current lots in Water's Edge, and he replied yes. He will have deed restrictions on the lots in this subdivision as well, with the plat being a gated community.

Mr. Duncan thought the application stated no deed restrictions. Ms. Cunningham stated the engineer who prepared the plat caught some small errors that he has since corrected, with the commissioners having the updated version of the plat. The City surveyor will review the plat prior to the December 7th City Council meeting. The approval of the plat would be conditional upon Chad Weller, the City surveyor, making sure everything checks out and is in compliance.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 039-15.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT THE FINAL PLAT AS PRESENTED IN CASE 039-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).