JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 19, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Capital Improvement And Public Safety Sales Tax Oversight Committee Semi-Annual Report

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Michelle Booe Requested To Speak On Taking Advantage Of Citizens Trash/Sewage.

   2. Kathy Martin Requested To Speak On Business Impact Of Homeless Criminal Behavior/Reduced By Lighting In High Traffic Locations/Ordinance Conflict With Public Safety.

   3. Brian Evans Requested To Speak On How The City Of Joplin Is Wasting Taxpayer Resources Through Dependence On Numerous Costly Studies By Outside Firms Instead Of Utilizing Numerous Well-Connected Local Organizations And Resources.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The December 5, 2022, City Council Meeting

      Documents:

      DECEMBER 5, 2022 MINUTES.PDF

2. COUNCIL BILL NO. 2022-289
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District R-2 (Two Family Residential) property as described below and located at 3024 E 9th St, City of Joplin, Jasper County, Missouri.

Documents:

CB2022-289.PDF

3. COUNCIL BILL NO. 2022-291
AN ORDINANCE providing the vacation of a utility easement lying on property described as McClelland Terrace and W 32nd St, City of Joplin, Newton County, Missouri.

Documents:

CB 2022-291.PDF

9. Resolutions

1. RESOLUTION NO. 2022-020
A RESOLUTION of the City of Joplin, Missouri, authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26).

Documents:

RESOLUTION 2022-020 SUMMARY AUTHORIZING FILING FOR DIRECT ARPA STATE GRANT.PDF
RESOLUTION 2022-020 AUTHORIZING FILING OF DIRECT ARPA GRANT APPLICATION.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2022-369
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 a lot located at 2012 S. Connor Ave. in the City of Joplin, Missouri, for Two Thousand Seven Hundred Fifty-Nine dollars ($2,759.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 2012 S CONNOR.PDF
CB 2022-369 2012 S CONNOR.PDF
2012 S CONNOR PIC1.PDF
2012 S CONNOR PIC2.PDF
2012 S CONNOR PIC3.PDF
2012 S CONNOR PIC4.PDF
2012 S CONNOR PIC5.PDF
COPY OF 2012 S. CONNOR AVENUE BID TAB (005).PDF

2. COUNCIL BILL NO. 2022-540
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 1513 East Hill Street, totaling approximately 4,250 square feet of land; 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 2022-540 SUMMARY LAND SALE 1513 HILL .PDF
CB 2022-540 LAND SALE ORDINANCE 1513 HILL.PDF
CB 2022-540 EXHIBIT A REAL ESTATE CONTRACT 1513 HILL.PDF
CB 2022-540 MAP OF 1513 HILL.PDF
CB 2022-540 BID TABULATION.PDF

3. COUNCIL BILL NO. 2022-541
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 909 Broadway, totaling approximately 10,450 square feet of land; 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 2022-541 SUMMARY LAND SALE 909 BROADWAY .PDF
CB 2022-541 LAND SALE ORDINANCE 909 BROADWAY.PDF
CB 2022-541 EXHIBIT A REAL ESTATE CONTRACT 909 BROADWAY.PDF
CB 2022-541 MAP OF 909 BROADWAY.PDF
CB 2022-541 BID TABULATION.PDF

4. COUNCIL BILL NO. 2022-542
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 304 North Cox, totaling approximately 6,600 square feet of land; 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 2022-542 SUMMARY LAND SALE 304 N COX .PDF
CB 2022-542 LAND SALE ORDINANCE 304 N COX.PDF
CB 2022-542 EXIBIT A REAL ESTATE CONTRACT 304 N COX.PDF
CB 2022-542 MAP OF 304 N COX.PDF
CB 2022-542 BID TABULATION.PDF

5. COUNCIL BILL NO. 2022-614
AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of Three Hundred Ninety-Four Thousand, Seven Hundred Ninety-Five Dollars and 83/100 Dollars ($394,795.83) for the purchase of portable and mobile radios; and containing an emergency clause.

Documents:

SUMMARY ITEM 2022 614 COJ MOTOROLA RADIO PURCHASE.PDF
COUNCIL BILL NO. 2022 614 ORDINANCE MOTOROLA RADIO PURCHASE.PDF
JOPLIN SOLE SOURCE LETTER - MOTOROLA.PDF
MOTOROLA RADIO QUOTE 1483470.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-158
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc. in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00) for the 1st Floor Remodel project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

2022-158 SUMMARY SHEET.PDF
BID SUMMARY 1ST FLOOR REMODEL.PDF
CB 2022-158 FIRST FLOOR REMODEL.PDF
CITY HALL 1ST FLOOR CONTRACT.PDF
CITY HALL 1ST FLOOR RENOVATIONS ADDENDUM 1 REVISED PLANS (002).PDF

2. COUNCIL BILL NO. 2022-403
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

Documents:

CB 2022-403 SUMMARY SHEET.PDF
CB 2022- 403 AGREEMENT.PDF
CB 2022-403.PDF

3. COUNCIL BILL NO. 2022-404
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2022-404 SUMMARY SHEET.PDF
CB 2022-404 AGREEMENT.PDF
CB 2022-404.PDF

4. COUNCIL BILL NO. 2022-543
AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds for the construction of a new Health Science Innovation Center.

Documents:

CB 2022-543 SUMMARY MSSU MOU FOR ARPA CONTRIBUTION.PDF
CB 2022-543 ORDINANCE MSSU MOU FOR ARPA CONTRIBUTION.PDF
CB 2022-543 EXHIBIT A CITY-MSSU MOU FOR HSIC USING ARPA FUNDS.PDF
CB 2022-543 MSSU HEALTH SCIENCE INNOVATION CENTER PROPOSAL.PDF
CB2022-543 UNFUNDED COMMUNITY HIGH PROJECT PRIORITY LIST.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 15th day of December 2022 (RSMo 610.020)

JOPLIN CITY COUNCIL
DECEMBER 5, 2022
MEETING MINUTES

CALL TO ORDER

The December 5, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Ms. Kate Spencer

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Boards and Commissions Recognition

Mayor Lawson presented certificates of recognition to Board and Commission members.

American Rescue Plan Act (ARPA) Update

Leslie Haase, Finance Director, along with Dami Kehinde, & Kylie Fitzgerald from Guidehouse presented.

Broadband Deployment Status Update

Johan Bullington, Asst Director of Planning, Development & Neighborhood Services along with Riz Shah, James Pittman, Jack Schaller from A&M presented.

Solid Waste Master Plan Update

Lynden Lawson, Assistant Director of Public Works / Operations Planning along with Julie Davis, from Burns & McDonnell presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Tuesday, December 6, 2022 - Christmas Parade Christmas in Candy Land brought to us by Freeman Health starts at 6 PM. Parade begins at 15th Street and goes to 3rd Street. I want to remind everyone there's no parking on Main Street beginning at 3 PM. ADA parking will be at the designated 8th and Main Street Parking lot.

Leaf pickup started last week. November 28th. We are very early in that process. Please be patient the leaf pickup is affected by weather. This wet weather isn't helpful, heavy equipment cannot pick up wet leaves. You can go to the City of Joplin Leaf Pickup map and see the different sections. We've started in section 1 which is the Northeast portion of Joplin over the last week. We will be moving into section 2 in the next few weeks. Refer to Joplin's Facebook page or the City website for updates.

CITIZEN REQUESTS AND PETITIONS

Brian Evans spoke regarding Joplin Government's Support for Local Small Businesses and Fiscal Responsibility.

Ryan Jackson spoke regarding the City Attorney and His Negligence of Duty.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR RESOLUTION NO. 2022-019

Mayor Lawson opened the Public Hearing.

Individuals that spoke in favor of this item:

Jeff Morrow
Patricia Shank
Tim Belk
Mike Pollace
Susie Shank
Drew Kimble
Emily Frankowski
Steve Morrow
Caleb Ram
Doug Dusherry
Gil Stevens
Cheryl Reecer

Individuals that spoke in opposition to this item:

Wendy Milliman
Mary Prigmore
Steven Milliman

The Public Hearing was closed.

RESOLUTION NO. 2022-019

Mr. Copple introduced Resolution No. 2022-019 granting a Special Use Permit (1st Request) for the operation of a Residential Concert House located at 2120 E 24th St in the City of Joplin, Jasper County, Missouri. Motion by Mr. Copple to amend the Resolution to add the condition that the Special Use Permit be required to comply with fire safety regulations and inspections at a minimum of an annual basis. Second by Ms. Spencer. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, Spencer, and Williams, 9. Nays: 0

Motion by Mr. DeTar to approve Resolution No. 2022-019 as amended. Second by Ms. Spencer. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, Spencer, and Williams, 9. Nays: 0

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-290

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-290

Mr. Cortez introduced Council Bill No. 2022-290- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District M-2 (Heavy Industrial) property as described below and located at 6902 E 32nd St, City of Joplin, Newton County, Missouri. Motion by Mr. Cortez, second by Dr. Farnham to table Council Bill No. 2022-290. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was tabled.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-289

Mayor Lawson opened the Public Hearing

Tony Grantham spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. Cortez introduced Council Bill No. 2022-289 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District R-2 (Two Family Residential) property as described below and located at 3024 E 9th St, City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2022-289 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was read as Council Bill No. 2022-289.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-291

Mayor Lawson opened the Public Hearing

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. Cortez introduced Council Bill No. 2022-291 - AN ORDINANCE providing the vacation of a utility easement lying on property described as McClelland Terrace and W 32nd St, City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2022-291 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was read as Council Bill No. 2022-291.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

Minutes of the November 21, 2022, City Council Meeting

COUNCIL BILL NO. 2022-152 - AN ORDINANCE approving a purchase order for Nine Hundred Sixty-five Thousand and 00/100 Dollars ($965,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. The Council Bill was declared adopted and entitled **Ordinance No. 2022-181.**

COUNCIL BILL NO. 2022-153 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Six Thousand Nine Hundred and 00/100 Dollars ($96,900.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. The Council Bill was declared adopted and entitled **Ordinance No. 2022-182.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-367

Dr. Farnham introduced Council Bill No. 2022-367 - 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 a lot located at 820 E Broadway St. in the City of Joplin, Missouri, for Three Thousand One Hundred Eighty Seven dollars & Seventeen cents ($3,187.17); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. Cortez that Council Bill No. 2022-367 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-183**.

COUNCIL BILL NO. 2022-368

Dr. Farnham introduced Council Bill No. 2022-368 - 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 a lot located at 1406 S. Moffet Ave. in the City of Joplin, Missouri, for Two Thousand Eight Hundred dollars & Seventeen cents ($2,800.17); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. Cortez that Council Bill No. 2022-367 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. The Council Bill was declared adopted and entitled **Ordinance No. 2022-184.**

ORDINANCES – FIRST READING

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-157

Mr. DeTar introduced Council Bill No. 2022-157 - AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of Fifty-Eight Thousand Three Hundred and 00/100 dollars ($58,300.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Copple to pass Council Bill No. 2020-157 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 8. Nay: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-185.**

UNFINISHED BUSINESS

NEW BUSINESS

CASE NO. 059-22

Mr. Copple introduced Case No. 059-22- Site Plan Review - W 32nd St. & McClelland Terrace – A request to review site plan for muti-family development – Crossland Summit Development, LLC. Motion by Mr. Copple, second by Ms. Williams to approve Case No. 059-22. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9.

The meeting was adjourned at 10:02 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-289 – Zoning District Change

MEETING DATE:
December 5, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 064-22: Rezoning – 3024 E 9th St – A request to remove from District C-3 (Commercial) and include in District R-2 (Two-Family Residential) for future commercial development – Schuber Mitchel

BACKGROUND:
The change in zoning will not be detrimental to nearby property. R-2 is the best suited zoning for residential use. Zoning the property under R-2 will make this property consistent with the adjacent properties to the East and the South. The rezoning is consistent with the Comprehensive Plan. Given the current low density residential neighborhood, as well as the local classification of 9th St., this request to rezone to R-2 along the E. 9th St. Collector is appropriate for residential. Furthermore, the rezoning connects this property to the other R-2 properties.

PLANNING & ZONING COMMISSION TESTIMONY:
Terry Mitchell stated Schuber Mitchell purchased property located at 3024 E. 9th Street, Joplin, Missouri. They demolished the dilapidated house that was there and built back a single-family home. They went to sell the property and it was noted that it was under C-3 zoning. Now they possess a house sitting right in the middle of a neighborhood on a C-3 lot that has residents on all four sides of it. He asked Mr. Bolander if it was part of the master plan. Mr. Mitchell stated they are just asking for R-2. Mr. Bolander stated Mr. Mitchell was asking for a re-zoning that is not unusual for this area. Mr. Bolander stated properties to the East and the North are zoned R-2. That allows single family homes and duplexes in some cases. Most are single family homes and that is what Mr. Mitchell has built as well. It is in compliance with our policies in our comprehensive plan and our future land use map.

PUBLIC COMMENT;
There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-289.
Planning & Zoning Commission recommends approval for Case 064-22 (5 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 064-22: Rezoning

3024 E. 9th Street-A request to remove from District C-3 (Commercial) and include in District R-2 (Two Family Residential)-Schuber Mitchell.

Terry Mitchell, 3331 N. Range Line, Joplin, Missouri. Mr. Mitchell stated they purchased property located at 3024 E. 9th Street, Joplin, Missouri. They demolished the dilapidated house that was there and built back a single-family home. They went to sell the property and it was noted that it was under C-3 zoning. Now we have a house sitting right in the middle of a neighborhood on a C-3 lot that has residents on all four sides of it. He asked Mr. Bolander if it was part of the master plan. Mr. Mitchell stated they are just asking for R-2. It is R-1 that was built there right now but to accommodate selling this house.

Mr. Bolander stated Mr. Mitchell was asking for a re-zoning that is not unusual for this area. If you look to the east of this property and actually to the north as well the properties around are zoned R-2 single family residential. That allows single family homes and duplexes in some cases. Most are single family homes and that is what Mr. Mitchell has built as well. It is in compliance with our policies in our comprehensive plan and our future land use map.

Mr. Kimble asked for any questions from the Commission on Case 064-22.

There were none.

Mr. Kimble asked if there was anyone in the audience who wished to speak in favor of Case 064-22.

There were none.

Mr. Kimble asked if there was anyone in the audience who wished to speak in opposition of Case 064-22.

There were none.

MR. ROSENBERG MOVED THAT CASE 064-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Z&P Meeting: November 14, 2022
City Council Meeting: December 5, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 064-22 A request to remove from District C-3 (Commercial) and include in District R-2 (Two-Family Residential) for single family residential use.

LOCATION 3024 E 9th Street

APPLICANT Schuber Mitchell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Residential	Approximately 0.22 Acre

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 9nd St.	Local	30′

UTILITIES

Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. This site is adjacent to other R-1 and R-2 properties (primarily R2).

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

R-2 is the best suited zoning for residential purposes. The property is presently being used as single family residential. Zoning the property under R-2 will make this property consistent with the adjacent properties to the East and the South.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The adjacent property South and East are already zoned R-2. Rezoning this property will bring it into consistency.

DISCUSSION

Given the current low density residential neighborhood, as well as the local classification of 9th St., this request to rezone to R-2 along the E. 9th St. Collector is appropriate for residential. Furthermore, the rezoning connects this property to the other R-2 properties.

Staff recommends approval of Case 064-22.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 064-22
Filing Fee: $550.00
Received: 10-12-22
Date Advertised:
Proj. No.: 22-0134
Public Hearing Date: 11-14-22

Applicant: Schuber Mitchell Phone No.: 4172915731
Address: 3331 N. Range Line Email: TMitchell@schubermitchell.com
Owner: Schuber Mitchell Phone No.: Same
Address: Email:
Location of Property: 3024 E 9th
Zoned C-3
Present Use of Property: Residential Single Family
Proposed Use of Property: Residential " "
Current Zoning: C-3 Requested Zoning: R-1

Surrounding Land Use and Zoning:

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

Character of the Neighborhood: Residential Homes

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☑	Would proposed change create a small, isolated district unrelated to surrounding districts?
☐	☑	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Lot HAd A house we Demo After purchasing And permited to Build A Single family Home. permit WAS Approved AND we Later found out It WAS zoned C-3

Conformance with Comprehensive Plan:

Yes	No	
☐	☐	Consistent with Development Policies?
☐	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☑	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☑	Is platting required?
☐	☑	Are lots appropriately sized?
☐	☐	Is street right-of-way appropriately sized?

☐ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☐	☐	Completed and signed application.
☐	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☐	☐	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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 10/12/2022

Walters, Thomas

From: Terry Mitchell <tmitchell@schubermitchell.com>
Sent: Thursday, October 13, 2022 3:34 PM
To: Walters, Thomas
Subject: Re: Rezoning Application Clarification 3024 E 9th

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

Yes R-2 would be fine

Get Outlook for iOS

From: Walters, Thomas <TWalters@Joplinmo.Org>
Sent: Thursday, October 13, 2022 2:13:58 PM
To: Terry Mitchell <tmitchell@schubermitchell.com>
Subject: Rezoning Application Clarification 3024 E 9th

You don't often get email from twalters@joplinmo.org. Learn why this is important

CAUTION: External email. Do not click links or open attachments unless you are confident the content is safe.

Terry,

The adjacent residential properties are zoned R-2. Would you be amenable to changing the requested district to R-2 instead of R-1?

It will have no impact on the use, or staff recommendation for the requested district is appropriate, however, thinking long term it could be beneficial to have consistent zoning with the adjacent properties.

It is up to you. Please let me know by replying to this email so I can add it to the case file to explain the change from the application, if that is what you decide.

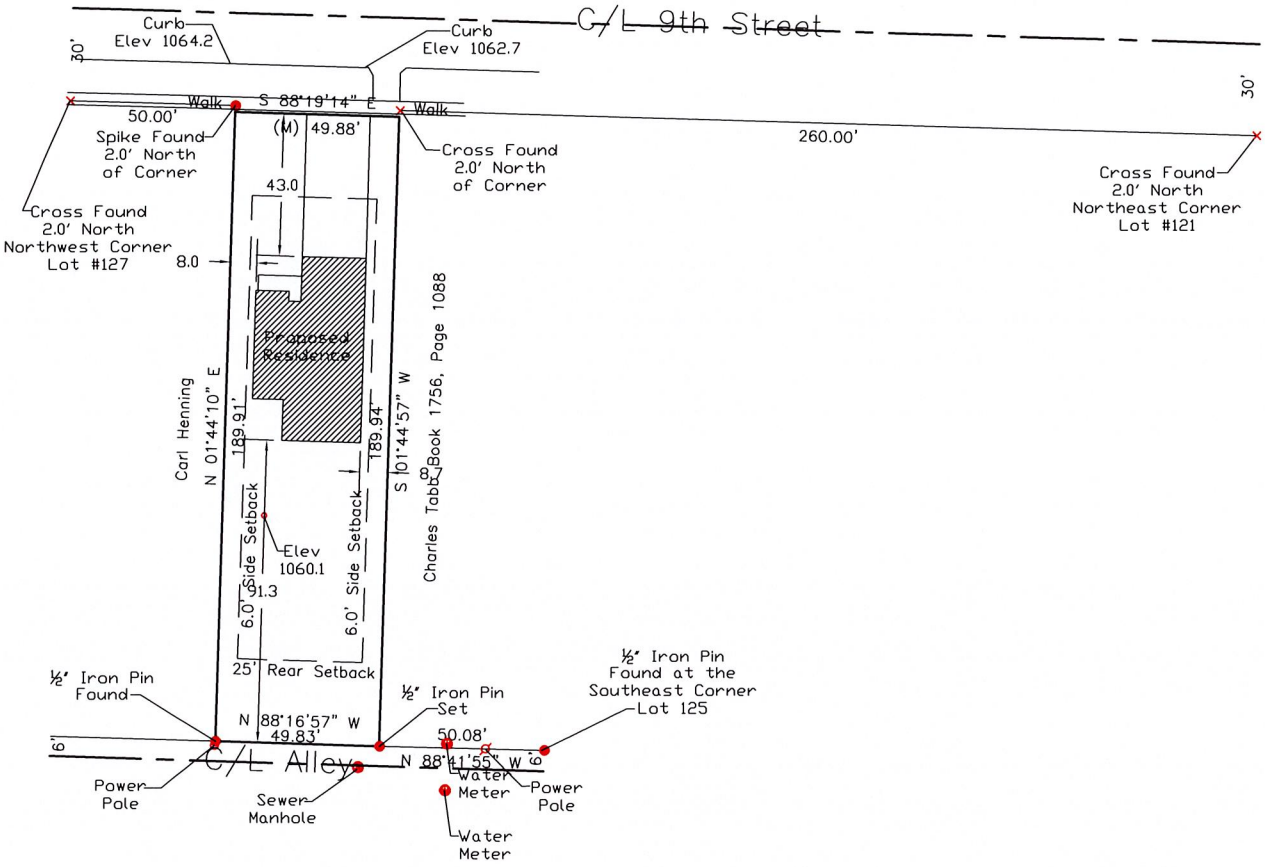
Thank you,

Thomas Walters
Planner
602 S Main St
Joplin, MO 64801
phone: 417-624-0820 Ext. 1539
email: TWalters@Joplinmo.Org
web: JoplinMo.org

0 40 80 120

SCALE: One inch equals 40 feet.

BASIS OF BEARINGS: The South line of 9th Street taken as S 88°19'14" E as per Missouri West NAD83 per MoDot GPS Network.
CLASS OF PROPERTY:(c) Urban
SOUCE DEED: Schuber Mitchell Homes Book 2618, Page 443



PROPERTY DESCRIPTION:
All of Lot Number One-hundred & Twenty-six (126) in Hatten's Subdivison, bieng a part of the Northwest Quarter (NW¼) of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, being subect to all easements, right-of-ways, and reservations of record.

Stewart & Neece Land Surveying Company
Since 1972 Joplin, Mo.

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
PROFESSIONAL LAND SURVEYOR

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64804
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 12-8-21	ADDRESS: 3024 East 9th Joplin, Mo.
APPROVED: RCN/JB	S/T/R: 7-27-32	
SCALE: 1"=40'	File Name: L126H	CERT OF AUTHORITY: LSC-2019012803

Case 064-22: Rezoning - 3024 E 9th Street



3024 E 9th Street - A request to remove from District C-3 (Commercial) and include in District R-2 (Two Family Residential) for development - Schuber Mitchell

0 50 100 200 300 400 Feet

N

P & Z Case 064-22
Schuber Mitchell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-289 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District R-2 (Two Family Residential) property as described below and located at 3024 E 9th St, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District C-3 (Commercial) the following described property and including in District R-2 (Two Family Residential).

All of Lot Number One-hundred & Twenty-six (126) in Hatten's subdivision, being a part of the Northwest Quarter (NW1/4) of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and reservations of record, and generally described as 3024 E 9th Street.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-291 – Utility Easement Vacation

MEETING DATE:
December 5, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 066-22: Utility Easement Vacation – W 32nd and McClelland – A request to A request to vacate approximately .08 acres of a platted utility easement – Crossland Realty Group

BACKGROUND:
Before the applicant is able to develop the vacant lot, they are requesting the easement be vacated in order to fit a building on the lot. The utilities would be rerouted to two new easements: one running North to South to the West of the originally platted easement and one running North to South on the Eastern side of the originally platted easement.

PLANNING & ZONING COMMISSION TESTIMONY:
Joshua, Civil Engineer with Anderson Engineering, represented the applicant. He was present to answer questions. He stated they were requesting to vacate this easement because this easement conflicts with proposed buildings. He said you can see also provided there are drainage easement exhibits, #1, #2, #3 that they are putting in place to accommodate existing storm and proposed storm. He stated they have all the utilities signed off as well as City staff. Ms. Maddi Crossland was representing the developer and stated that she could answer questions as well. Mr. McCullogh inquired about whether it was located in Jasper or Newton County. He also asked if Mr. Bolander had signed off on the project. Mr. Bolander stated that the utility easement was in Newton County and that he did sign off on the project.

PUBLIC COMMENT;
There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-291.
Planning & Zoning Commission recommends approval for Case 066-22 (5 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 066-22: Utility Easement Vacation

W. 32nd St. & McClelland Terrace- A request to vacate a stormwater easement- Crossland Realty Group.

Joshua, Civil Engineer with Anderson Engineering, 114 Sunset Loop, Carl Junction, Missouri. He stated his Springfield team had done this one. He was present to answer any questions. He could provide a brief run down. They were requesting to vacate this easement because this easement conflicts with proposed buildings. He stated you can see in the site plan. He said you can see also provided there are drainage easement exhibits, #1, #2, #3 that they are putting in place to accommodate existing storm and proposed storm. They are basically requesting to vacate this easement. They have all the utilities signed off as well as City staff.

Mr. Kimble asked if there were any questions from the Commission of Case 066-22.

There were none.

Mr. Kimble asked if there was anyone in the audience who wished to speak in favor of Case 066-22.

There were none.

Mr. Kimble asked if there was anyone in the audience who wished to speak in opposition of Case 066-22.

Maddi Crossland, 833 S.E. Ave., Columbus, Kansas. Ms. Crossland stated she is representing the developer in the project, and she would be available to answer any questions proposed by the Commission.

Mr. Rosenberg asked Mr. Bolander if everyone had signed off on the project.

Mr. Bolander stated yes sir.

Mr. McCullough asked Mr. Bolander about it being in Newton County when it was actually in Jasper County.

Mr. Bolander stated it was advertised correctly. He stated in the zoning report it was in Newton County. It actually is in Newton County.

Mr. McCullough stated thank you.

MS. PHILLIPS MOVED THAT CASE 066-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 066-22 A request to vacate approximately .08 acres of a platted utility easement.

APPLICANT Crossland Realty Group

REPRESENTATIVE Anderson Engineering

LOCATION W 32nd & McClelland

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately .08 Acres

REASON FOR VACATION

In order to develop the vacant lot, the applicant is requesting the easement be vacated in order to fit a building on the lot. The utilities would be rerouted to two new easements: one running North to South to the West of the originally platted easement and one running North to South on the Eastern side of the originally platted easement.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are not currently in the easement. The land was never developed.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

This vacation is sought to develop the empty lot. A proposed building would encroach on the existing easement, so a new easement will be recorded that makes room for the rerouting of utilities as well as the footprint of the proposed building.

Staff recommends approval of Case 066-22.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: ~~058-22~~ 006-22
Filing Fee: $550.00
Received:
Date Advertised:
Proj. No.: ~~22~~ - 0131
Public Hearing Date:

Applicant: Anderson Engineering Phone No.: 417.782.7399

Address: 811 East 3rd Street Email: cshort@ae-inc.com

Owner: Crossland Realty Group Phone No.: 620.429.1414

Address: 833 S. East Ave P.O. Box 45 Columbus Kansas 66725 Email: nhumble@crossland.com

Location of Street or Easement: McClelland Terrace & W 32nd Street

Type of Vacation: Street ☐ Easement ☑ Alley ☐ Plat ☐

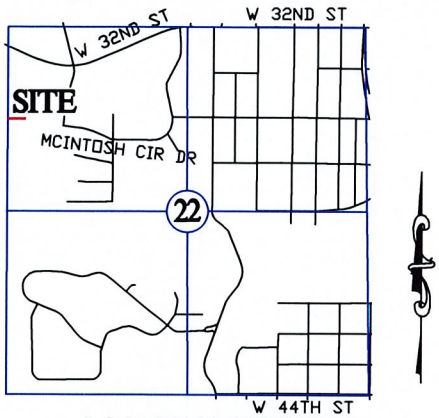
Instructions: Please indicate below the extent to which the following standards are met, in the applicant's opinion.

Yes	No	
◉	○	Private rights will not be injured or endangered by the vacation.
◉	○	The vacation will not cause the public to suffer a loss or inconvenience.
◉	○	In justice to the applicant(s) the vacation should be granted.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
◉	○	Survey or such other drawing acceptable to the Director of Planning,

POINT OF COMMENCEMENT
FOUND ALUMINUM MONUMENT
NORTHWEST CORNER
SECTION 22, T-27-N, R-33-W
CORNER DOCUMENT #600-44610



LOCATION SKETCH

SECTION 22
T 27 N, R 33 W
SCALE: N.T.S.

GRAPHIC SCALE

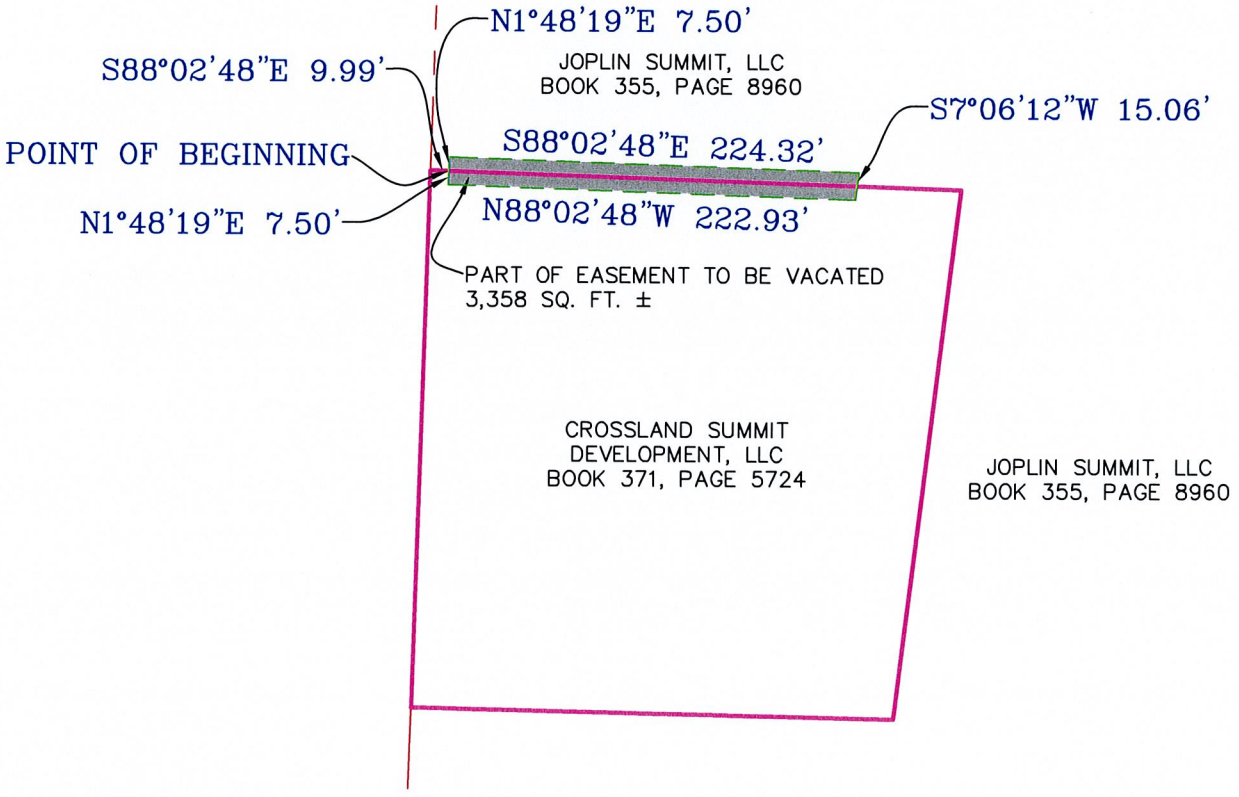
100 0 50 100

(IN FEET)
1 inch = 100 ft.

GRID

PARTIAL EASEMENT VACATION DESCRIPTION

PART OF A UTILITY EASEMENT DESCRIBED IN BOOK 356 AT PAGE 13 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 01°49'00" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 TO A FOUND 1/2" IRON PIN, A DISTANCE OF 299.85 FEET, SAID IRON PIN BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE SOUTH 01°48'19" WEST 723.44 FEET; THENCE LEAVING SAID WEST LINE SOUTH 88°02'48" EAST, 9.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°48'19" EAST, 7.50 FEET; THENCE SOUTH 88°02'48" EAST, 224.32 FEET; THENCE SOUTH 07°06'12" WEST, 15.06 FEET; THENCE NORTH 88°02'48" WEST, 222.93 FEET; THENCE NORTH 01°48'19" WEST, 7.50 FEET TO THE POINT OF BEGINNING. CONTAINING 3,358 SQUARE FEET, MORE OR LESS.



DRAWING NUMBER: JOP-100-6742

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MO 64801 PHONE (417) 782-7399

JOPLIN SUMMIT, LLC
PARTIAL EASEMENT VACATION SKETCH
SUMMIT PLACE
JOPLIN, NEWTON COUNTY, MISSOURI

DRAWN BY: TSR
DATE: 09/06/22
JOB NUMBER: 22J020077

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

◉ ○ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

◉ ○ Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 10/7/22

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 866-22
Applicant: _____
Phone: _____
Email: _____

Be it known that Crossland Realty Group, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of the utility easement as shown on the attached sketch

Located at: McClelland Terrace, W 32nd Street

For the following purpose: To relocate any existing structures within the easement to allow for new development.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   □ Yes (proceed to #2) ☒ No (form complete)

2. Our utility:
   ■ has no objection
   □ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

Jerry Herron — Authorized Representative — 10/6/2022 — Date

Republic Services — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 066-22
Applicant: _____
Phone: _____
Email: _____

Be it known that Crossland Realty Group, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of the utility easement as shown on the attached sketch - NORTH PROPERTY LINE OF PARCEL 055022000000006002

Located at: McClelland Terrace, W 32nd Street

For the following purpose: To relocate any existing structures within the easement to allow for new development.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   □ Yes (proceed to #2) □ No (form complete)

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   ■ has no objection
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   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

Jon Fisk
Authorized Representative

09/30/22
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 066-22
Applicant: _____
Phone: _____
Email: _____

Be it known that Crossland Realty Group, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of the utility easement as shown on the attached sketch

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   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   - □ Retain utility easement and protect facilities
   - □ Relocate facilities
   - □ Other: _____

Please return this form within **21 days** to the applicant listed above.

_____ 10/6/22
Authorized Representative — Date

Spear Klight
Name of Utility

MISSOURI
AMERICAN WATER

September 9, 2022

Carly Short
Anderson Engineering Inc.
2045 W. Woodland St.
Springfield, MO 65807

RE: Easement Vacation: **Joplin Summit Development**

Dear Mrs. Short:

Per your request, enclosed is the signed easement vacation for easement for **Joplin Summit Development**. Please have this release document recorded and **forward me a copy of the recorded document** with the appropriate recording information on it after the Recorder's Office returns the document to you.

Should you have any questions, please contact me at (314) 996-2324.

Sincerely,

Terrance Green
Engineering Specialist
Right of Way & Developer Services

Missouri-American Water Company
727 Craig Road
St. Louis, MO 63141
USA

T +1 314 996 2324
F +1 314 569 3972
E terrance.green@amwater.com
I www.amwater.com

DEED OF RELEASE OF A PORTION OF EASEMENT INTERESTS

This instrument made this 7th day of September, 2022.

WHEREAS, on the 2nd day of January, 2007, Joplin Summit, LLC., a corporation of the of the County of Cherokee, State of Kansas, granted to Missouri-American Water Company, formerly known as St. Louis County Water Company, a Missouri corporation, its successors and assigns, an easement(s) 10' wide, as recorded in Deed Book 356, Page(s) 13, of the Newton County, Missouri Records, (herein after "**Existing Grant**"); and,

WHEREAS, the Missouri-American Water Company has been requested to grant a release of a portion of said **Existing Grant** described above; and,

WHEREAS, the Missouri-American Water Company is willing to grant such release of a portion of said **Existing Grant** described above;

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid to the Missouri-American Water Company by Anderson Engineering, Inc., a Missouri Corporation the receipt of which is hereby acknowledged, the Missouri-American Water Company by this instrument, does hereby remise and release that portion of the **Existing Grant**, specifically as shown hachured //// on the attached drawing marked Exhibit "A".

Missouri-American Water Company expressly retains all other easement rights of which it may have an interest, with respect to the **Existing Grant** along with all prior and subsequent easement rights to which Missouri-American Water Company has an interest, except for the portion of the **Existing Grant** released.

IN WITNESS WHEREOF, the Missouri-American Water Company has caused these presents to be signed by its Construction Manager this 7th day of September, 2022.

MISSOURI-AMERICAN WATER COMPANY

BY _____
David Pruitt, Construction Manager

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 7th day of SEPTEMBER, 2022, before me appeared **David Pruitt**, to me personally known, who being by me duly sworn did say that he is the Construction Manager of Missouri-American Water Company, a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Construction Manager acknowledged said instrument to be the free act and deed of said corporation.

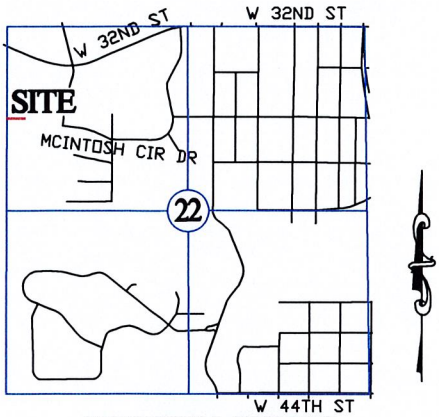
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Louis County, Missouri, the day and year last above written.

My commission expires: 12-9-2024

_____
Notary Public

TERRANCE GREEN
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 12389210
My Commission Expires Dec 9, 2024

POINT OF COMMENCEMENT
FOUND ALUMINUM MONUMENT
NORTHWEST CORNER
SECTION 22, T-27-N, R-33-W
CORNER DOCUMENT #600-44610



LOCATION SKETCH

SECTION 22
T 27 N, R 33 W
SCALE: N.T.S.

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

GRID

PARTIAL EASEMENT VACATION DESCRIPTION

PART OF A UTILITY EASEMENT DESCRIBED IN BOOK 356 AT PAGE 13 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 01°49'00" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 TO A FOUND 1/2" IRON PIN, A DISTANCE OF 299.85 FEET, SAID IRON PIN BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE SOUTH 01°48'19" WEST 723.44 FEET; THENCE LEAVING SAID WEST LINE SOUTH 88°02'48" EAST, 9.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°48'19" EAST, 7.50 FEET; THENCE SOUTH 88°02'48" EAST, 224.32 FEET; THENCE SOUTH 07°06'12" WEST, 15.06 FEET; THENCE NORTH 88°02'48" WEST, 222.93 FEET; THENCE NORTH 01°48'19" WEST, 7.50 FEET TO THE POINT OF BEGINNING.
CONTAINING 3,358 SQUARE FEET, MORE OR LESS.

DRAWING NUMBER: JOP-100-6742

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MO 64801 PHONE (417) 782-7399

JOPLIN SUMMIT, LLC
PARTIAL EASEMENT VACATION SKETCH
SUMMIT PLACE
JOPLIN, NEWTON COUNTY, MISSOURI

DRAWN BY: TSR
DATE: 09/06/22
JOB NUMBER: 22J020077

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 066-22
Applicant: _____
Phone: _____
Email: _____

Be it known that Crossland Realty Group, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of the utility easement as shown on the attached sketch

Located at: McClelland Terrace, W 32nd Street

For the following purpose: To relocate any existing structures within the easement to allow for new development.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☑ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☑ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☑ Relocate facilities
   ☐ Other: Provide new easement for relocated Storm Sewer

Please return this form within **21 days** to the applicant listed above.

Steven Martinez
Authorized Representative

10/7/22
Date

Stormsewer
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 006-22
Applicant: _____
Phone: _____
Email: _____

Be it known that Crossland Realty Group ***, being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:*** a portion of the utility easement as shown on the attached sketch

Located at: McClelland Terrace, W 32nd Street

For the following purpose: To relocate any existing structures within the easement to allow for new development.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ■ No (form complete)

2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

AMS
Alex Sammet (Sep 28, 2022 10:50 MDT)

Authorized Representative

09/28/2022
Date

Spire
Name of Utility

Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

9/28/2022

Crossland Realty Group

Re: Requet to vacate a portion of the utility easement described in Book 356 at page 13 in the recorder of deeds office in Newton County, Missouri.

Vacation: a portion of the utility easement described in Book 356 at page 13 in the recorder of deeds office in Newton County, Missouri, as shown on the attached exhibit "PARTIAL EASEMENT VACATION SKETCH".

Crossland Realty Group,

In response to your letter dated September 7th, 2022 relative to the above referenced request to vacate a portion of the utility easement shown on exhibit "PARTIAL EASEMENT VACATION SKETCH" as described in Book 356 at page 13 in the recorder of deeds office in Newton County, Missouri.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

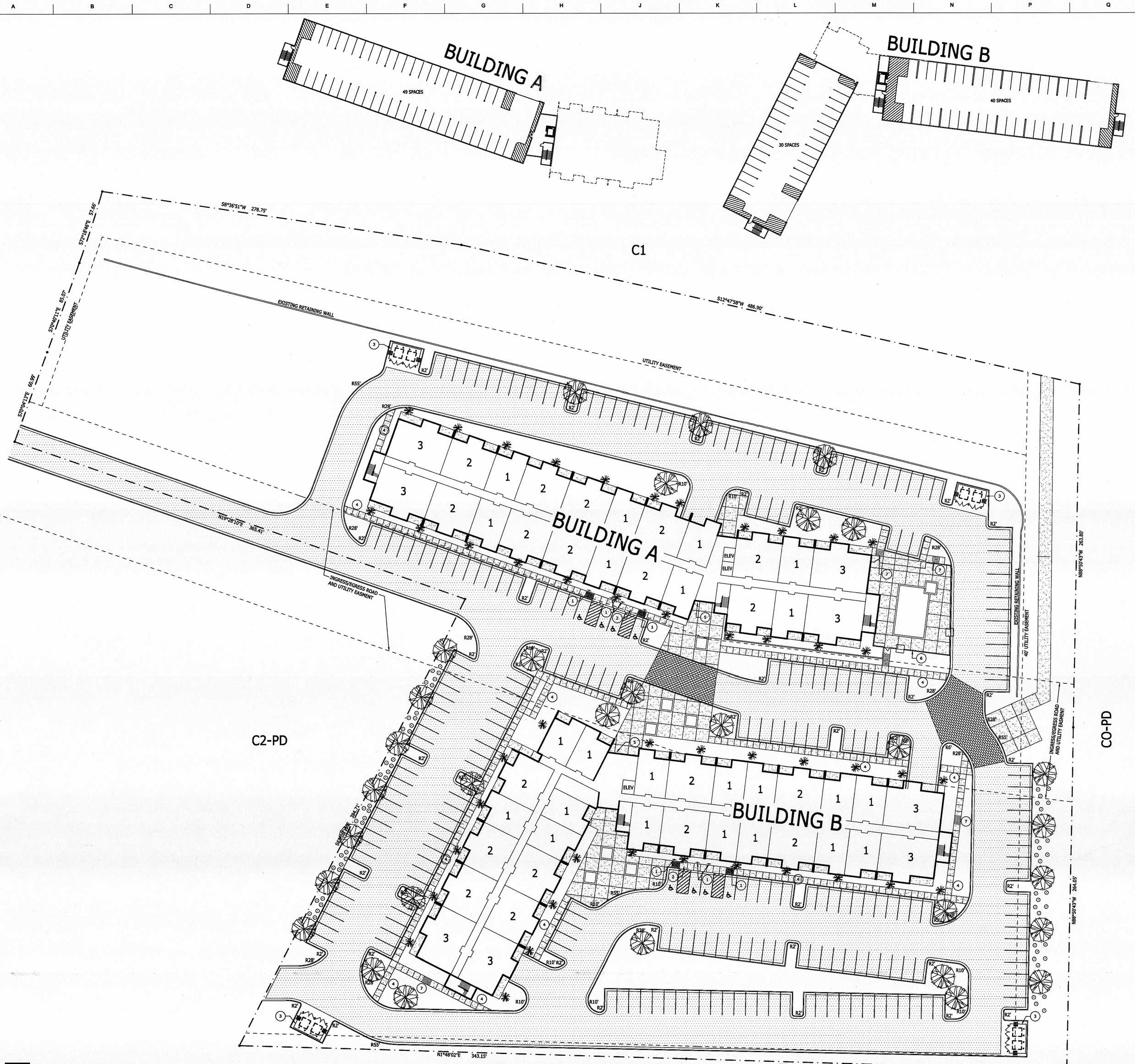
Alex Sammet (Sep 28, 2022 10:50 MDT)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc:cshort@ae-inc.com

Engineering Dept. Approval: JMA
JMA

System Planning Approval: PAC
PAC



1A / C1.1 SITE PLAN LAYOUT
scale: 1" = 30'-0"

ZONING DATA

ZONING _____ C2 - PD

SIZE OF PROPERTY _____ 373,713 S.F. OR 8.58 ACRES

MINIMUM OPEN SPACE _____ 20%

OPEN SPACE PROVIDED _____ 153,578 / 373,713 = 41%

MAX BUILDING HEIGHT _____ 100' MAX; 8 STORIES

YARD REQUIREMENTS _____ 15' FRONT
0' SIDE
15' REAR
25' CORNER

UNIT / PARKING TABULATION

UNIT MIX		PARKING REQUIREMENTS	
1 BEDROOM UNITS	110	1.5 SPACES PER UNIT	300 SPACES
2 BEDROOM UNITS	90	.5 PER EACH 3 BEDROOM UNIT	19 SPACES
3 BEDROOM UNITS	38	1 SPACE PER EACH 10 UNITS	24 SPACES
TOTAL	238 UNITS		

TOTAL PARKING SPACES REQUIRED _____ 343 SPACES

TOTAL PARKING SPACES PROVIDED _____ 371 SPACES

NOTE: GARAGES ARE INCLUDED IN THE PARKING SPACES PROVIDED AND SHOWN IN PLANS ABOVE THE SITE PLAN

SITE LEGEND

DECIDUOUS CANOPY TREE: 1.5" MIN. CALIPER, MIN. MATURE HEIGHT OF 30'. SPECIES SHALL BE RED MAPLE OR APPROVED EQUAL.

DECIDUOUS UNDERSTORY TREE: 1" MIN. CALIPER, MATURE HEIGHT LESS THAN 30'. SPECIES SHALL BE EASTERN REDBUD OR APPROVED EQUAL.

EVERGREEN TREE: MIN. 6' HIGH WITH MIN. MATURE HEIGHT OF 20'. SPECIES SHALL BE BLUE SPRUCE OR APPROVED EQUAL.

DECIDUOUS SHRUB: 18" HIGH, MATURE HEIGHT > 3'. SPECIES SHALL BE BURNING BUSH OR APPROVED EQUAL.

ASPHALT PAVING OVER GRAVEL BASE OVER PREPARED COMPACTED FILL PER CIVIL DRAWINGS

CONCRETE SIDEWALK OR PAVEMENT PER CIVIL. SIDEWALKS TO HAVE CONTROL JOINTS @ 5'-0" O.C. MAX. AND EXPANSION JOINTS @ 25'-0" O.C. MAX.

BRICK PATTERN PAVERS OVER COMPACTED BASE PER CIVIL DRAWINGS.

ALL UNHATCHED AREAS INDICATES LIVING GROUND COVER (GRASS SEED & STRAW)

GENERAL LANDSCAPING NOTES

STREETSCAPE AND FRONTAGE LANDSCAPING: THE AREA BETWEEN THE FRONT OF THE BUILDING LINE AND THE STREET, INCLUDING ANY PLANTINGS REQUIRED IN THE ROW, USED TO CREATE A RELATIONSHIP BETWEEN THE SITE AND THE PUBLIC REALM. 1 LARGE TREE PER 40' OF LOT FRONTAGE; 2 LARGE TREES PER 40' IF BUILDINGS SETBACK MORE THAN 50'. THIS PROJECT WILL HAVE NO STREETSCAPE AND FRONTAGE LANDSCAPING

FOUNDATION LANDSCAPING: AREAS ALONG THE BUILDING FRONTAGE (WITHIN THE FIRST 10'-30') USED TO PROVIDE ACCENTS AND SOFTEN LARGER EXPANSES OF BUILDINGS. 1 ORNAMENTAL TREE PER 40' OF BUILDING FRONTAGE FOR BUILDINGS SETBACK MORE THAN 20'. 2 ORNAMENTAL TREES PER 40' IF BUILDINGS SETBACK MORE THAN 50'. EVERGREENS MAY BE SUBSTITUTED FOR ORNAMENTAL TREES AT A RATE OF 1 FOR 1 FOR UP TO 50% OF THE REQUIREMENT. 1 SHRUB FOR 5' OF BUILDING FRONTAGES.

PARKING LANDSCAPING: AREAS ON THE PERIMETER, OR INTERIOR OF PARKING WHERE LANDSCAPING IS *USED TO SOFTEN THE APPEARANCE, MITIGATE HEAT GAIN AND INFILTRATE STORMWATER.* 1 LARGE TREE PER 40' OF PARKING PERIMETER; AND 1 LARGE TREE PER 20 PARKING SPACES IN INTERNAL ISLAND. ORNAMENTAL TREES MAY BE SUBSTITUTED FOR LARGE TREES AT A RATE OF 2 FOR 1 FOR UP TO 50% OF THE INTERNAL ISLANDS. EVERGREENS MAY BE SUBSTITUTED FOR LARGE TREES AT A RATE OF 2 FOR 1 UP TO 50% OF THE PERIMETER REQUIREMENT THAT DOES NOT FACE A FRONT LINE FENCE. 5 SHRUBS FOR 25' OF PERIMETER.

NO BUFFERS REQUIRED ON THIS PROJECT.

ALL LANDSCAPING SHOWN ON SITE PLAN INDICATES MINIMUM REQUIREMENTS PER CITY OF JOPLIN LANDSCAPING ORDINANCE. CONTRACTOR SHALL PROVIDE IN THEIR BID A DETAILED LANDSCAPE PLAN INDICATING SPECIFIC PLANTINGS AND TREES TO REVIEW FINAL SELECTIONS WITH OWNER. ALL SUBSTITUTION SHALL BE APPROVED BY OWNER/ARCHITECT.

NO TREE SHALL BE PLANTED CLOSER THAN THREE (3) FEET TO ANY CURB OR SIDEWALK.

NO TREE SHALL BE PLACED WITHIN 15' OF ANY STREET LIGHT, STORMWATER INLET, OR MANHOLE.

NO TREE OR OTHER LANDSCAPING MATERIAL SHALL BE PLACED WITHIN THE SITE DISTANCE TRIANGLE EXCEEDING OVER 30" IN HEIGHT

FOR PROJECTS WHERE MORE THAN FIFTY (50) TREES WILL BE INSTALLED, A VARIETY OF TREE SPECIES MUST BE UTILIZED SO THAT ONE SPECIES DOES NOT PROVIDE MORE THEN TWENTY PERCENT (20%) OF THE LARGE DECIDUOUS TREES, MORE THEN TWENTY PERCENT (20%) OF THE ORNAMENTAL TREES, OR MORE THAN TWENTY PERCENT (20%) OF THE EVERGREEN TREES.

CONTRACTOR IS TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE INSTALLATION OF PLANT MATERIAL.

ALL TREE SAUCERS AND SHRUB PLANTINGS ARE TO BE MULCHED WITH A MINIMUM OF 2" DEEP OF SHREDDED CYPRESS MULCH.

ALL PROPOSED PLANTINGS SHALL BE EXCAVATED TO A DEPTH TO ALLOW THE PLANTING OF A 2.5" BB TREE. ALL ROCK, TRACES OF SOIL STABILIZATION MATERIAL, ROCK SUB-BASE, AND COMPACTED SOIL SHOULD BE REMOVED TO CREATE A PLANT PIT.

THE PLANTING SOIL MIXTURE FOR ALL TREES, SHRUBS, AND GROUNDCOVER IS TO BE TOPSOIL.

THE FINISHED GRADE AT ALL SIDEWALKS & CURBS OR ANY PAVED SURFACE NEXT TO A MULCHED BED IS TO BE 2" BELOW THE TOP OF THE CURB OR PAVEMENT.

VERIFY ALL EASEMENT LOCATIONS AND REQUIREMENTS. CONSULT ARCHITECT FOR ANY CONFLICTS WITH EASMENTS OR UNDERGROUND UTILITIES PRIOR TO INSTALLING ANY PLANT MATERIALS.

KEYNOTES

1. PROVIDE ACCESSIBLE PARKING SIGNAGE (POLE MOUNTED) AT EACH ACCESSIBLE PARKING SPOT
2. PROVIDE ACCESSIBLE CURB RAMP
3. TRASH ENCLOSURE
4. 5 FOOT WIDE CONCRETE SIDEWALK.
5. CONTRACTOR SHALL PROVIDE A CITY OF JOPLIN FIRE DEPARTMENT APPROVED KNOX BOX BRAND KEY BOX ON THE EXTERIOR WALL.
6. POOL FENCE ENCLOSURE WITH TWO GATES.
7. EXTERIOR CONCRETE STAIRS.

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
CROSSLAND SUMMIT DEVELOPMENT, LLC
833 SOUTH EAST AVENUE / P.O. BOX 45
COLUMBUS, KS 66725
620.429.1414

PROJECT TEAM
CIVIL ENGINEER
ANDERSON ENGINEERING
811 E. THIRD STREET
JOPLIN, MO 64801
417.782.7399

PROFESSIONAL SEAL
MATTHEW A. CAPEN, AIA
PROFESSIONAL TITLE: ARCHITECT
MO# A-2011006167

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE

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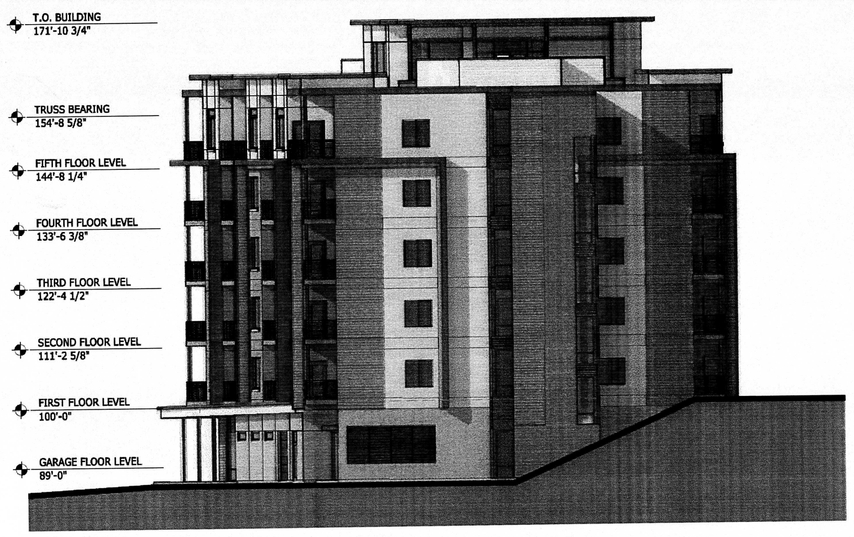
PROJECT TITLE
JOPLIN SUMMIT APARTMENTS

PROJECT ADDRESS:
JOPLIN, MISSOURI 64804

SITE PLAN LAYOUT

PROJECT NO.: 22-059
DRAWN BY: HDG
REVIEWED BY: MAC
DATE: 10.07.2022

SHEET
C1.1



1A / A4.1 BUILDING A - NORTH ELEVATION
Scale: 1/8" = 1'-0"



1A / A4.1 BUILDING A - SOUTH ELEVATION
Scale: 1/8" = 1'-0"



1A / A4.1 BUILDING A - WEST ELEVATION
Scale: 1/8" = 1'-0"



1A / A4.1 BUILDING A - EAST ELEVATION
Scale: 1/8" = 1'-0"

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MATTHEW A. CAPEN, AIA
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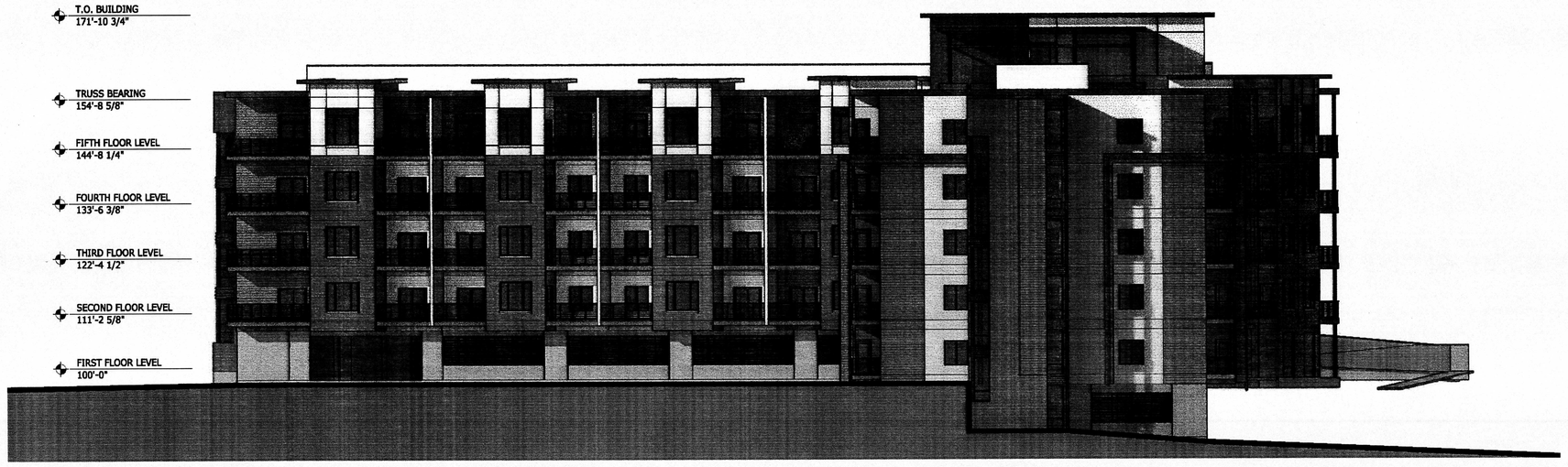
PROJECT TITLE
JOPLIN SUMMIT APARTMENTS

PROJECT ADDRESS:
JOPLIN, MISSOURI 64804

BUILDING A - EXTERIOR ELEVATIONS

PROJECT NO.: 22-059
DRAWN BY: HDG
REVIEWED BY: MAC
DATE: 10.07.2022

SHEET
A4.1



1A / A4.2 BUILDING B - SOUTH ELEVATION

Scale: 1/8" = 1'-0"



1A / A4.2 BUILDING B - NORTH ELEVATION

Scale: 1/8" = 1'-0"



1A / A4.2 BUILDING B - EAST ELEVATION

Scale: 1/8" = 1'-0"



1A / A4.2 BUILDING B - WEST ELEVATION

Scale: 1/8" = 1'-0"

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OWNER
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833 SOUTH EAST AVENUE / P.O. BOX 45
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MATTHEW A. CAPEN, AIA
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MO# A-2011006167

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PROJECT TITLE
JOPLIN SUMMIT APARTMENTS

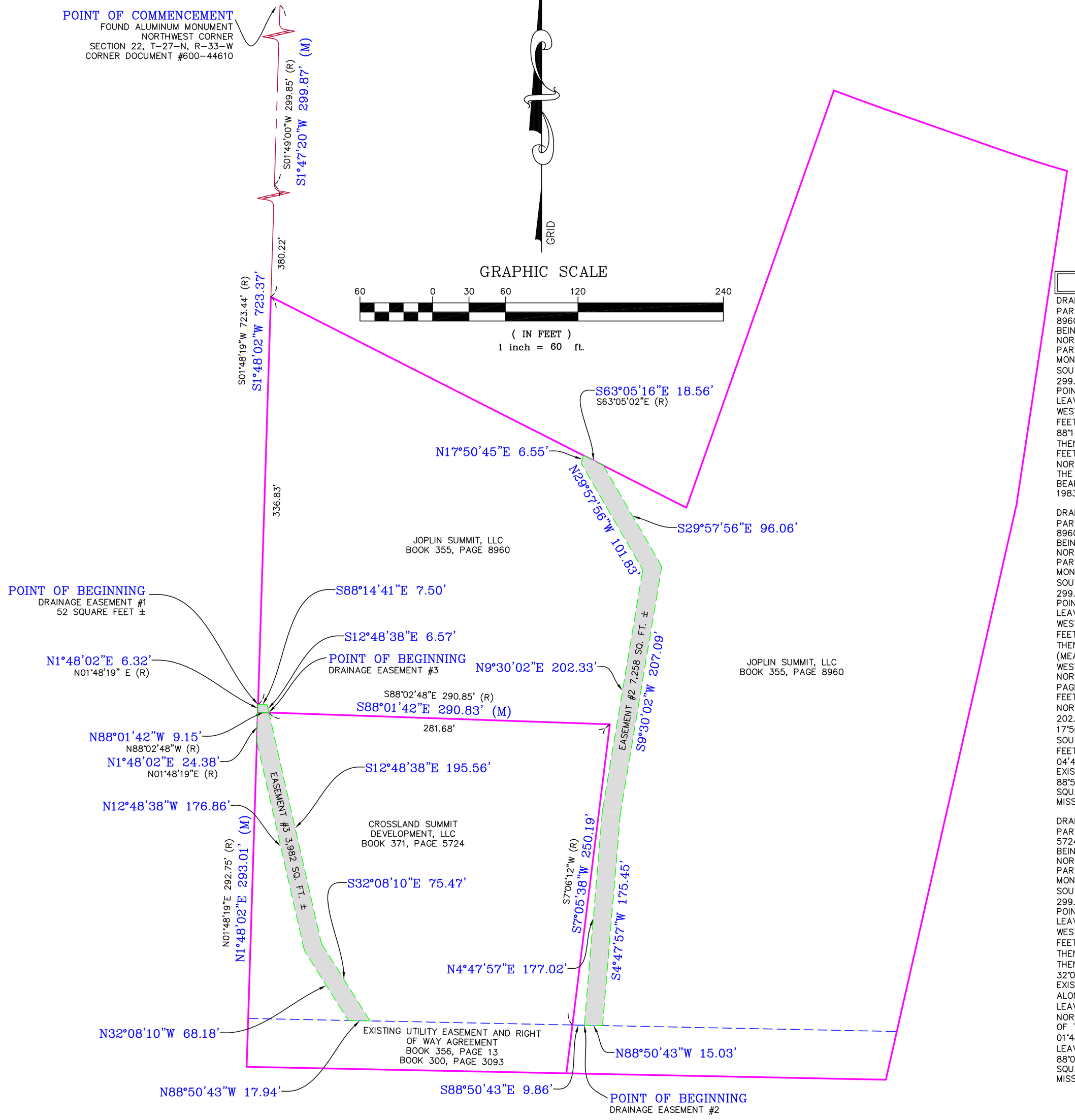
PROJECT ADDRESS:
JOPLIN, MISSOURI 64804

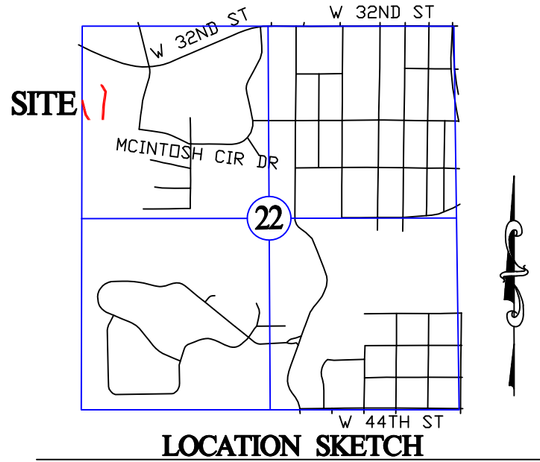
BUILDING B - EXTERIOR ELEVATIONS

SHEET

PROJECT NO.: 22-059
DRAWN BY: HDG
REVIEWED BY: MAC
DATE: 10.07.2022

A4.2





LOCATION SKETCH

SECTION 22
T 27 N, R 33 W
SCALE: 1"=2000'

DRAINAGE EASEMENT DESCRIPTIONS

DRAINAGE EASEMENT NO. 1
PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 355 AT PAGE 8960 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST, NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 01°49'00" WEST, 299.85 FEET (MEASURED SOUTH 01°47'20" WEST, 299.87 FEET) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE SOUTH 01°48'19" WEST (MEASURED SOUTH 01°48'02" WEST, 717.05 FEET) TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE SOUTH 88°14'41" EAST, 7.50 FEET; THENCE SOUTH 12°48'38" EAST, 6.57 FEET; THENCE NORTH 88°02'48" WEST (MEASURED NORTH 88°01'42" WEST, 9.15 FEET TO A POINT ON AFORESAID WEST LINE; THENCE ALONG SAID WEST LINE NORTH 01°48'19" EAST (MEASURED NORTH 01°48'02" EAST, 6.32 FEET) TO THE POINT OF BEGINNING. CONTAINING 52 SQUARE FEET, MORE OR LESS. BEARINGS BASED IN GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

DRAINAGE EASEMENT NO. 2
PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 355 AT PAGE 8960 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST, NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 01°49'00" WEST, 299.85 FEET (MEASURED SOUTH 01°47'20" WEST, 299.87 FEET) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE SOUTH 01°48'19" WEST (MEASURED SOUTH 01°48'02" WEST, 717.05 FEET); THENCE LEAVING SAID WEST LINE SOUTH 88°14'41" EAST, 7.50 FEET; THENCE SOUTH 12°48'38" EAST, 6.57 FEET; THENCE SOUTH 88°02'48" WEST (MEASURED SOUTH 88°01'42" EAST, 281.68 FEET; THENCE SOUTH 07°06'12" WEST (MEASURED SOUTH 07°05'38" WEST, 250.19 FEET) TO A POINT ON THE NORTH LINE OF AN EXISTING UTILITY EASEMENT RECORDED IN BOOK 356 AT PAGE 13; THENCE ALONG SAID NORTH LINE SOUTH 88°50'43" EAST, 9.89 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE NORTH 04°47'57" EAST, 177.02 FEET; THENCE NORTH 09°30'02" EAST, 202.33 FEET; THENCE NORTH 29°57'56" WEST, 101.83 FEET; THENCE NORTH 17°50'45" EAST, 6.55 FEET; THENCE SOUTH 63°05'02" EAST (MEASURED SOUTH 63°05'16" EAST, 18.56 FEET); THENCE SOUTH 29°57'56" EAST, 96.06 FEET; THENCE SOUTH 09°30'02" WEST, 207.09 FEET; THENCE SOUTH 04°47'57" WEST, 175.45 FEET TO A POINT ON AFORESAID NORTH LINE OF AN EXISTING UTILITY EASEMENT; THENCE ALONG SAID NORTH LINE NORTH 88°50'43" WEST, 15.03 FEET TO THE POINT OF BEGINNING. CONTAINING 7,258 SQUARE FEET, MORE OR LESS. BEARINGS BASED IN GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

DRAINAGE EASEMENT NO. 3
PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 371 AT PAGE 5724 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST, NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 01°49'00" WEST, 299.85 FEET (MEASURED SOUTH 01°47'20" WEST, 299.87 FEET) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE SOUTH 01°48'19" WEST (MEASURED SOUTH 01°48'02" WEST, 717.05 FEET); THENCE LEAVING SAID WEST LINE SOUTH 88°14'41" EAST, 7.50 FEET; THENCE SOUTH 12°48'38" EAST, 6.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 12°48'38" EAST, 195.56 FEET; THENCE SOUTH 32°08'10" EAST, 75.47 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING UTILITY EASEMENT RECORDED IN BOOK 356 AT PAGE 13; THENCE ALONG SAID NORTH LINE NORTH 88°50'43" WEST, 17.94 FEET; THENCE LEAVING SAID NORTH LINE NORTH 32°08'10" WEST, 68.18 FEET; THENCE NORTH 12°48'38" WEST 176.86 FEET TO A POINT ON AFORESAID WEST LINE OF THE NORTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 01°48'19" EAST (MEASURED NORTH 01°48'02" EAST, 24.38 FEET; THENCE LEAVING SAID WEST LINE SOUTH 88°02'48" EAST (MEASURED SOUTH 88°01'42" EAST 9.15 FEET TO THE POINT OF BEGINNING. CONTAINING 3,982 SQUARE FEET, MORE OR LESS. BEARINGS BASED IN GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MISSOURI 64801 PHONE (417) 782-7399

DRAWING INFO.

FIELD BY:	TSR
DRAWN BY:	RWW
CHECK BY:	
DATE:	10/27/22
FIELD BOOK:	
JOB NUMBER:	22JO10085

REVISIONS

NO.	DESCRIPTION	BY	DATE

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JOPLIN SUMMIT MULTIFAMILY DEVELOPMENT

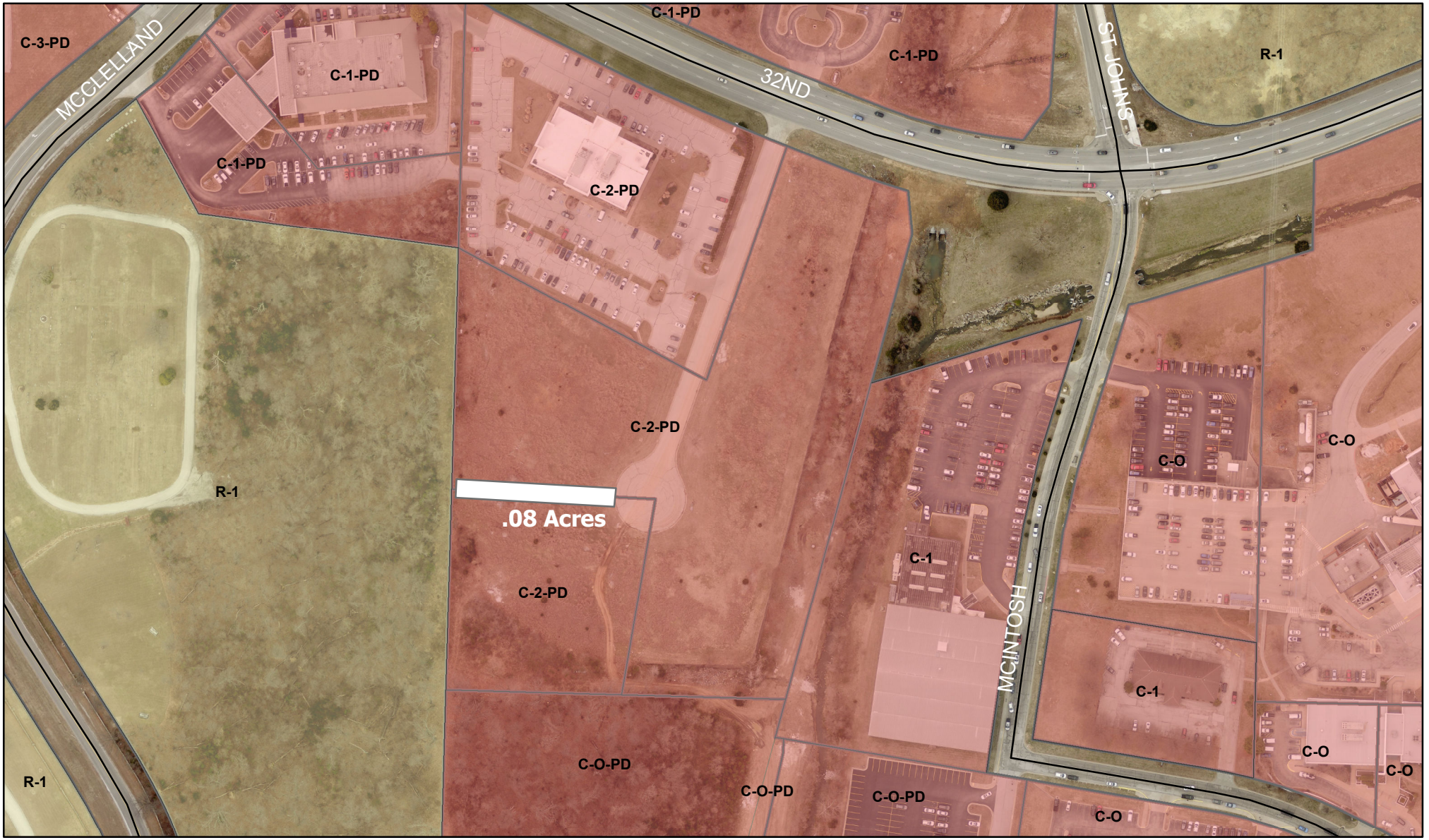
DRAINAGE EASEMENT SKETCH

SUMMIT PLACE
JOPLIN, NEWTON COUNTY, MISSOURI

DRAWING NO.
JOP-100-6805

SHEET NUMBER
1
OF 1

Case 066-22: Stormwater Easement Vacation - W 32nd & McClelland Terrace



W 32nd & McClelland Terrace - A request to vacate a stormwater easement - Crossland Realty Group

0 95 190 380 570 760 Feet

N

P & Z Case 066-22
Crossland Realty Group
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-291 ORDINANCE NO.

AN ORDINANCE providing the vacation of a utility easement lying on property described as McClelland Terrace and W 32nd St, City of Joplin, Newton County, Missouri.

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

Section 1. That the vacation of a utility easement lying on property the Corner of McClelland Terrace and W. 32nd St. City of Joplin, Newton County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

PART OF A UTILITY EASEMENT DESCRIBED IN BOOK 356 AT PAGE 13 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE SOUTH 01°49’00” WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 TO A FOUND 1/2” IRON PIN. A DISTANCE OF 299.85 FEET, SAID IRON PIN BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE SOUTH 01°48’19” WEST 723.44 FEET; THENCE LEAVING SAID WEST LINE SOUTH 88°02’48” EAST, 224.32 FEET; THENCE SOUTH 07°06’12” WEST, 15.06 FEET; THENCE NORTH 88°02’48” WEST, 222.93 FEET; THENCE NORTH 01°48’19” WEST, 7.50 FEET TO THE POINT OF BEGINNING CONTAINING 3,358 SQUARE FEET, MORE OR LESS

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2022-020 – Authorizing filing for the State American Rescue Plan Act (ARPA) Legislative Priority Projects

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2022-020

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution grants the authority to file for the State American Rescue Plan Act (ARPA) Legislative Priority Projects.

BACKGROUND
The State of Missouri awarded certain community's legislative priority or direct American Rescue Plan Act (ARPA) projects. As a result of our local State Legislators, the City of Joplin was awarded Five Million Dollars to complete a drinking water, wastewater, stormwater, or lead service line inventory infrastructure project. This grant is a 50%/50% match, so the total value of the project(s) will be Ten Million Dollars. The project may include replacement, rehabilitation, upgrade or expansion of existing infrastructure.

As a condition of acceptance of this grant, the City must provide a resolution authorizing filing for this grant, as well as a local cost share form by December 31. Currently, the City is working with the Department of Natural Resources to identify the appropriate project(s) for this direct award by the State.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2022-020

A RESOLUTION of the City of Joplin, Missouri, authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26).

WHEREAS, the State of Missouri awarded the City of Joplin a direct American Rescue Plan Act (ARPA) award of Five Million Dollars, which is a 50%/50% matching grant; and,

WHEREAS, the Project must fall within drinking water, wastewater, stormwater and lead service line inventory infrastructure types and the project may include replacement, rehabilitation, upgrade, or expansion of existing infrastucture; and,

WHEREAS, under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects; and,

WHEREAS, the City Council of Joplin, Missouri, desires to file an application for this grant for the overall improvement of the community's infrastructure network.

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

Section 1. That the Finance Director be and is hereby authorized to execute and file an application(s) on behalf of the City of Joplin, Missouri with the State of Missouri for grant funding to aid in the completion of: a drinking water, wastewater, and/or stormwater project. The project may include replacement, rehabilitation, upgrade or expansion of existing infrastructure.

Section 2. That Leslie Haase, the Finance Director of the City of Joplin, Missouri, is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 19th day of December 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 369, Building Regulations

MEETING DATE
December 19, 2022

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B & D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 2012 S. Connor Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on June 29, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 25, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on December 9, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$3,271.00
B & D Yardbuilders	$2,759.00
Big Johns	$4,900.00
Nelson Enterprises	$3,200.00
Davey Dirt Works	$8,900.00
C-4 Equipment Rental	$8,275.00

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.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B& D Yardbuilders for $2,759.00 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.

ATTACHMENTS
Council Bill No. 2022- 369, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2022-369 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 a lot located at 2012 S. Connor Ave. in the City of Joplin, Missouri, for Two Thousand Seven Hundred Fifty-Nine dollars ($2,759.00); 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 Two Thousand Seven Hundred Fifty-Nine dollars ($2,759.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2012 S. Connor Ave.

Section 2. The contractor will be paid in case 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 2012 S. Connor Ave. ALL OF LOT NUMBRED FORTY-FIVE (45) IN MUROHY'S FIRST 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 is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a 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 hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney











CLOSING DATE:	9-Dec-22	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	2012 S. Connor Ave.

COMPANY	BIDS
B & D Yardbuilders	$2,759.00
BJHE	$4,900.00
C-4 Equpment Rental & Sales LLC	$8,275.00
Davey Dirt Works, LLC	$8,900.00
Nelson's Enterprises	$3,200.00
USA Demolition	$3,271.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-540 – Approval of a Real Estate Contract

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-540 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1513 Hill Street; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1513 Hill Street.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of December 2, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 1513 Hill Street, which had a minimum bid price of $3,825.00. Joplin Habitat for Humanity submitted the best bid with a sales price of $3,927.00. The property is currently zoned R-1 and contains approximately 4,250 square feet of land.

The City will complete the sale of this parcel on or before February 15, 2023.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-540 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 1513 East Hill Street, totaling approximately 4,250 square feet of land; 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, in the amount of Three Thousand Nine Hundred Twenty-Seven Dollars and No Cents ($3,927.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity for the sale of one parcel located at 1513 East Hill Street, totaling approximately 4,250 square feet of land, 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 property is described as "All of the East Half of Lot 2 in Block 35 in First Addition to East Joplin City, Now a Part of the City of Joplin, Jasper County, Missouri. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. 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.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Joplin Area Habitat for Humanity, 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, located at 1513 East Hill Street, the real estate described as follows:

> "All of the East Half of Lot 2 in Block 35 in First Addition to East Joplin City, Now a part of the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 4,250 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Three Thousand Nine Hundred Twenty-Seven Dollars ($3,927.00). 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 Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before February 15, 2023, 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. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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.

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. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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_____

Nicholas Edwards, City Manager
"SELLER"

Joplin Area Habitat For Humanity

By: _____

Scott Clayton, Executive Director
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 12/12/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

BID TABULATION

PROJECT: **Surplus Property 2022-013 1513 Hill**
DATE OF BID OPENING: December 2, 2022
Minimum Bid $3,825.00

CONTRACTOR	BID
Habitat For Humanity	$3,927.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-541 – Approval of a Real Estate Contract

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-541 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 909 Broadway; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 909 Broadway.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of December 2, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 909 Broadway, which had a minimum bid price of $9,405.00. Joplin Habitat for Humanity submitted the best bid with a sales price of $9,727.00. The property is currently zoned M-2 and contains approximately 10,450 square feet of land.

The City will complete the sale of this parcel on or before February 15, 2023.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-541 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 909 Broadway, totaling approximately 10,450 square feet of land; 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, in the amount of Nine Thousand Seven Hundred Twenty-Seven Dollars and No Cents ($9,727.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity for the sale of one parcel located at 909 Broadway, totaling approximately 10,450 square feet of land, 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 property is described as "All of Lots Numbered Five (5), Six (6), Seven (7) and Eight (8) and the West 10 feet of Lot Numbered Nine (9) of Block Eight (8) in EAST JOPLIN CITY, now a Part of the City of Joplin, Jasper County, Missouri. Zoned M2."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. 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.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Joplin Area Habitat for Humanity, 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, located at 909 Broadway, the real estate described as follows:

> "All of Lots Numbered Five (5), Six (6), Seven (7), and Eight (8) and the West 10 feet of Lot Numbered Nine (9) of Block Eight (8) in EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri. Zoned M2, approximately 10,450 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Nine Thousand Seven Hundred Twenty-Seven Dollars ($9,727.00). 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 Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before February 15, 2023, 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. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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.

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. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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_____

Nicholas Edwards, City Manager
"SELLER"

Joplin Area Habitat For Humanity

By: _____

Scott Clayton, Executive Director
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 12/12/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

BID TABULATION

PROJECT: **Surplus Property 2022-014 909 Broadway**
DATE OF BID OPENING: December 2, 2022
Minimum Bid $9,405.00

CONTRACTOR	BID
Habitat for Humanity	$9,729.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-542 – Approval of a Real Estate Contract

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-542 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 304 N Cox; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 304 North Cox.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of December 2, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 304 N Cox, which had a minimum bid price of $5,940.00. Joplin Habitat for Humanity submitted the best bid with a sales price of $6,007.00. The property is currently zoned R-2 and contains approximately 6,600 square feet of land.

The City will complete the sale of this parcel on or before February 15, 2023.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-542 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 304 North Cox, totaling approximately 6,600 square feet of land; 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, in the amount of Six Thousand Seven Dollars and No Cents ($6,007.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity for the sale of one parcel located at 304 N Cox, totaling approximately 6,600 square feet of land, 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 property is described as "South one-half (1/2) of Lots 11 & 12 Block 3 in Cox's First Addition to the City of Joplin, Jasper County, Missouri. Zoned R2."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. 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.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Joplin Area Habitat for Humanity, 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, located at 304 N Cox, the real estate described as follows:

> "South one-half (1/2) of Lots 11 & 12 Block 3 in Cox's First Addition to the City of Joplin, Jasper County, Missouri. Zoned R2, approximately 6,600 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Six Thousand Seven Dollars ($6,007.00). 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 Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before February 15, 2023, 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. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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.

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. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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_____

Nicholas Edwards, City Manager
"SELLER"

Joplin Area Habitat For Humanity

By: _____

Scott Clayton, Executive Director
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 12/12/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

BID TABULATION

PROJECT: **Surplus Property 2022-016 304 N. Cox**
DATE OF BID OPENING: December 2, 2022
Minimum Bid $5,940.00

CONTRACTOR	BID
Habitat for Humanity	$6,007.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-614– approving a purchase order for radios purchased from Motorola Solutions, Inc.

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Emergency Communications

ATTACHMENTS
CB2022-614 Ordinance; Motorola Solutions, Inc.,Quote 1483470, Motorola Sole Source Letter.

REVIEWED BY
Dept. Head: Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a purchase order between the City of Joplin, Missouri and Motorola Solutions Inc. for the purchase of budgeted radios.

BACKGROUND
The City of Joplin has been utilizing Motorola radios for public safety. The current 2022-23 fiscal year budget contains the purchase of additional radios was approved by council.

FUNDING SOURCE
These payments are included in the FY 2022-23 budget of the Joplin Police Department.

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

COUNCIL BILL NO. 2022-614 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of Three Hundred Ninety-Four Thousand, Seven Hundred Ninety-Five Dollars and 83/100 Dollars ($394,795.83) for the purchase of portable and mobile radios; and containing an emergency clause.

WHEREAS, Motorola Solutions is the sole source provider of the City of Joplin public safety radios; and,

WHEREAS, in the FY2022 budget process, Council approved and budgeted funds to cover the cost of radios.

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

Section 1. That a Purchase Order issued to Motorola Solutions, Inc. covering the purchase of radios, be and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Telephone: 1847-576-5000
Fax: 1312 614 4295

December 13, 2021

City of Joplin
303 E 3rd St, Joplin,
MO 64801

To Whom it May Concern,

This letter is in reference to the purchase City of Joplin is looking to make for new APX Radios. The City of Joplin radio system is a Motorola Solutions ASTRO system. This system was competitively bid and awarded to Motorola Solutions for a citywide mission critical communications for public safety users.

The APX radios, which were competitively bid, are listed on State Contract via the Missouri Office of Administration under contract number CT200459001, as well as the Johnson County, KS cooperative purchasing contract.

The APX series of radios are the only radios capable of performing Location on PTT on the City of Joplin's ASTRO radio system. Only the APX series of radios can perform this feature, and Motorola Solutions is the sole provider of APX radios.

Additionally, the APX series of radios are already in use by the City of Joplin.

If you have any further questions please contact your Motorola Account Manager Denise Gibbs at 312-270-3935 or denise.gibbs@motorolasolutions.com

MOTOROLA SOLUTIONS







JOPLIN, CITY OF

APX for 2023

11/18/2022

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

MOTOROLA SOLUTIONS

QUOTE-1483470
APX for 2023

Shipping Address:
City of Joplin Police Dept.
303 E. Third St
JOPLIN, MO 64801
US

Quote Date:11/18/2022
Expiration Date:12/23/2022
Quote Created By:
Denise Gibbs
Account Manager
Denise.Gibbs@
motorolasolutions.com
3122703935

End Customer:
JOPLIN, CITY OF
Brian O'Dell

Contract: 36964 - JOHNSON COUNTY CONVENIENCE-MO

Special pricing applied valid if a Purchase Order is executed before 12/23/22. Price not valid following, and increases to $427,456.28.

Line #	Item Number	Description	Qty	List Price	Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	39	$3,595.00	$1,977.25
1a	H869BZ	ENH: MULTIKEY	39	$363.00	$199.65
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	39	$110.00	$60.50
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	39	$330.00	$181.50
1d	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	39	$879.00	$483.45
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	39	$227.00	$227.00
1f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	39	$165.00	$90.75
1g	QA09001AB	ADD: WIFI CAPABILITY	39	$330.00	$181.50
1h	H38BT	ADD: SMARTZONE OPERATION	39	$1,320.00	$726.00
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	39	$567.00	$311.85

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	39	$179.30	$99.00
3	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	39	$143.64	$86.18
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	39	$169.56	$101.74
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
5	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	44	$3,253.00	$1,789.15
5a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	44	$0.00	$0.00
5b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	44	$879.00	$483.45
5c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	44	$352.00	$352.00
5d	G66BJ	ADD: DASH MOUNT E5 APXM	44	$138.00	$75.90
5e	G51AU	ENH: SMARTZONE OPERATION APX6500	44	$1,320.00	$726.00
5f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	44	$0.00	$0.00
5g	GA09001AA	ADD: WI-FI CAPABILITY	44	$330.00	$181.50
5h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	44	$66.00	$36.30
5i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	44	$0.00	$0.00
5j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	44	$15.00	$8.25
5k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	44	$567.00	$311.85
5l	GA01670AA	ADD: APX E5 CONTROL HEAD	44	$717.00	$394.35
5m	W22BA	ADD: STD PALM MICROPHONE APX	44	$79.00	$43.45
5n	W969BG	ADD: MULTIKEY OPERATION	44	$363.00	$199.65
5o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	44	$330.00	$181.50
Subtotal					$696,757.50

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Total Discount Amount	$301,961.67
Grand Total	$394,795.83(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-158 – Construction agreement with Joplin Industrial Electric Inc. for the remodel of the first floor of Joplin City Hall.

MEETING DATE
December 19, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2022-158 Ordinance, Bid Tabulation, Construction Agreement

REVIEWED BY
Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Assistant City Manager – Tony Robyn, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Joplin Industrial Electric Inc. for the remodel of the first floor of City Hall in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00).

BACKGROUND
The Action Plans approved by City Council included a section on addressing declining neighborhoods. This section includes the addition of new staff positions in the neighborhood services department. These new staff along with the existing staff will be located on the first floor of city hall. In order to accommodate the staff, renovations are required; these improvements were approved in the 2022-2023 budget.

City staff prepared the construction drawings and bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on November 29, 2022. Joplin Industrial Electric Inc. was the low bidder.

The bid included two alternates in addition to the base bid. The budget will not allow for the award of Alternate 1; however, Alternate 2 could be awarded. Alternate 2 consists of the removal of the glass storefront in front of the elevators.

FUNDING SOURCE
General Fund Use Tax included in the Fiscal Year 2023 Budget

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

Public Works Department
Engineering Division
602 S Main Street
Joplin, Missouri 64801
417-624-0820

BID SUMMARY

PROJECT: 1st Floor Interior Renovations - Joplin City Hall
DATE OF BID OPENING: November 29th, 2022, 10:00 a.m.

CONTRACTOR	TOTAL BASE BID	Alternate #1	Alternate #2
Joplin Industrial Electric, Inc.	$78,557.00	$50,039.50	$4,725.00
American Construction, Inc.	$79,781.00	$61,856.00	$4,750.00
Engineer's Estimate	$75,000.00	$55,000.00	$5,000.00

COUNCIL BILL NO. 2022-158 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc. in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00) for the 1st Floor Remodel project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Joplin Industrial Electric Inc. in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the General Fund, appropriations having been approved in the 2022-2023 city budget.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the General Fund Use Tax to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
JOPLIN INDUSTRIAL ELECTRIC, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

1st Floor Interior Renovations Joplin City Hall

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Such policies 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, 2022, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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. Contractor 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 Contractor, its employees, officers or agents. Contractor 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-

Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra

time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $___ per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

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 therefor.

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

_

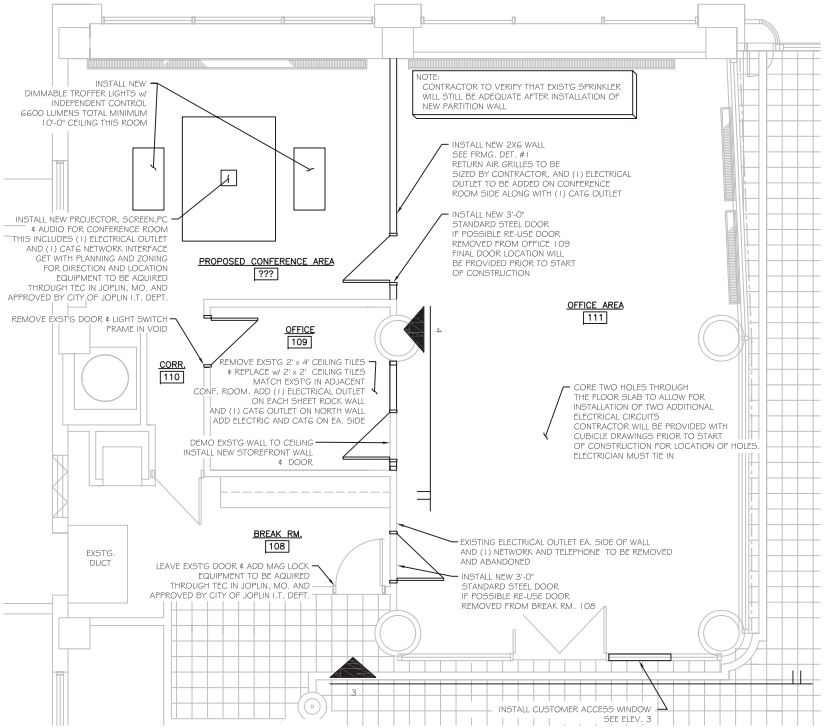
Printed Name:

Title:

CITY OF JOPLIN, MISSOURI

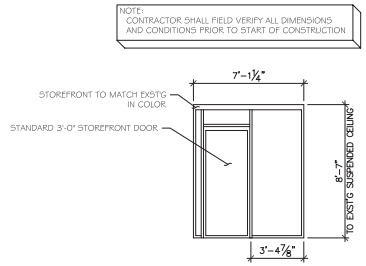
By: _____

Daniel Johnson, P.E.
Public Works Director



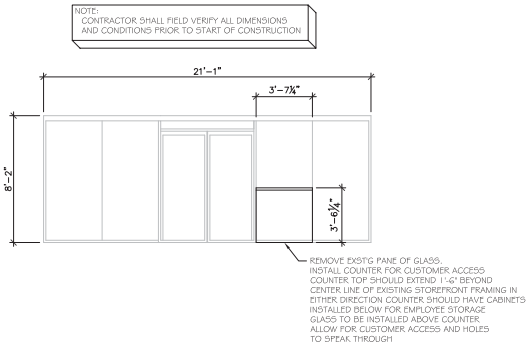
FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"



PROPOSED OFFICE STOREFRONT ELEV. (4)

SCALE 1/4" = 1'-0"

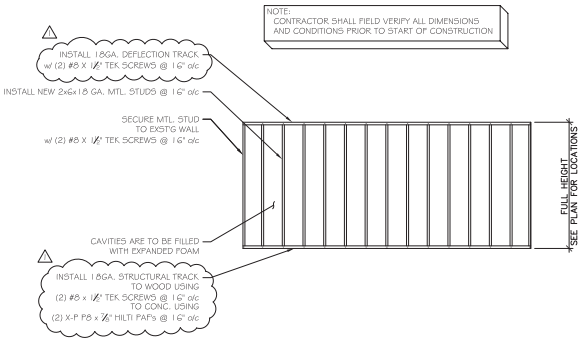


STOREFRONT ELEV. (3)

SCALE 1/4" = 1'-0"

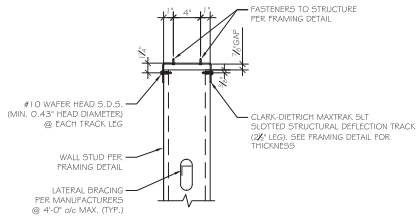
1st Floor revised 9.dwg

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 11/22/22	REVISION: PROJECT CHECK	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: ¼" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2022	PROJECT 1ST FLOOR CITY HALL REMODEL	PLAN NO: 8536 SHEET 1 of 3

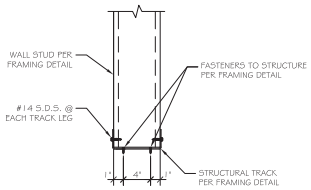


FRAMING DETAIL 1

SCALE 1/4" = 1'-0"



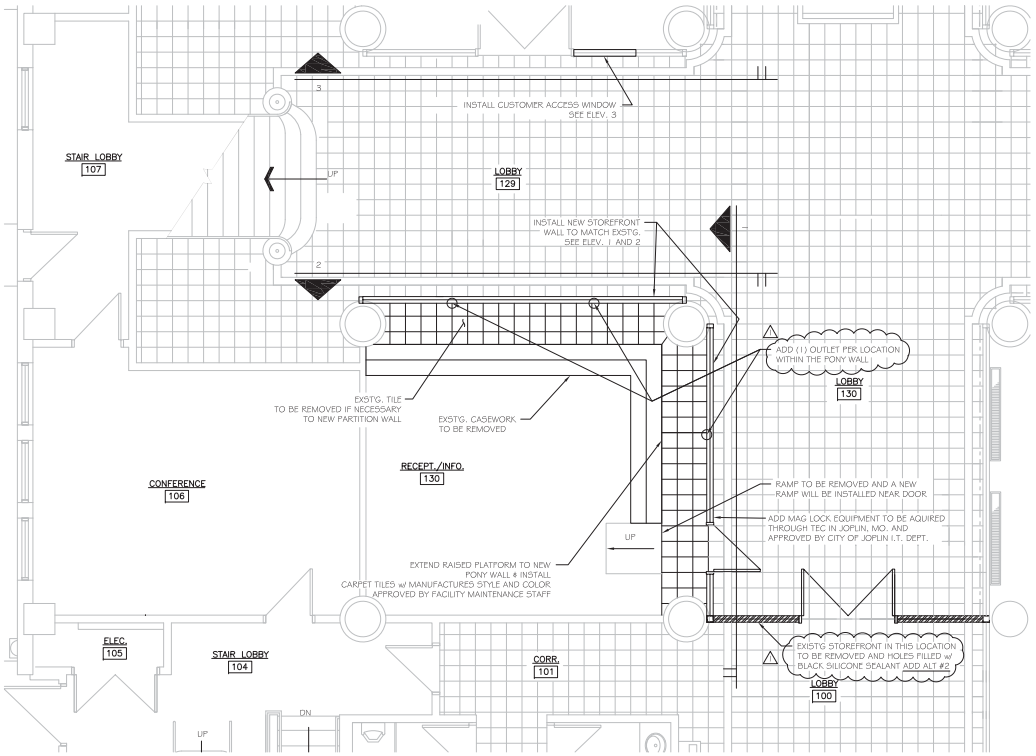
DEFLECTION TRACK



STRUCTURAL TRACK

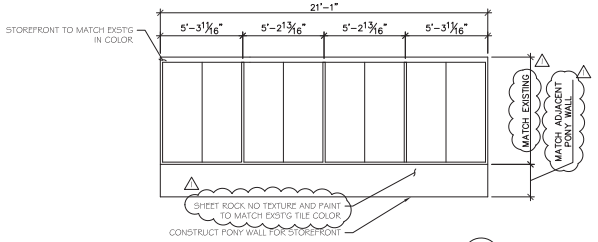
MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP! CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 11/22/22	REVISION: PROJECT CHECK	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: 1/4" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2022	PROJECT 1ST FLOOR CITY HALL REMODEL	PLAN NO: 8536 SHEET 2 of 3



FIRST FLOOR PLAN

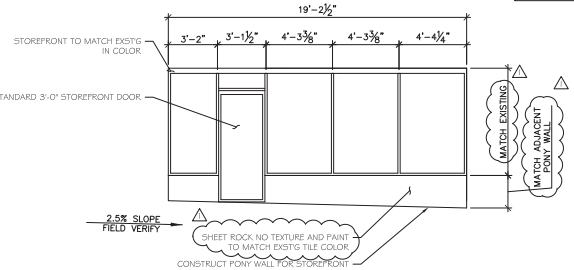
SCALE 1/4" = 1'-0"



STOREFRONT ELEV. 2

SCALE 1/4" = 1'-0"

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION



STOREFRONT ELEV. 1

SCALE 1/4" = 1'-0"

1st Floor revised 9.dwg

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 11/22/22	REVISION: PROJECT CHECK	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: ¼" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2022	PROJECT 1ST FLOOR CITY HALL REMODEL ADD ALTERNATE	PLAN NO: 8536 SHEET 3 of 3

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-403 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
December 19, 2022

REVIEWED BY
Director of Planning, Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, Assistant City Manager – Tony Robyn City Manager – Nick Edwards

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2022 Community Development Block Grant funds.

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

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B22MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2022 Action Plan.

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

ATTACHMENTS
CB 2022-403 Ordinance
2022 Homeless Coalition Agreement

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2022 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2022 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

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

General Administration

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

B. National Objectives

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

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

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

C. Levels of Accomplishment – Goals and Performance Measures

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

D. Staffing

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

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

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2022 and end on the 31st day of December of 2023.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-22-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

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

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

IV. PAYMENT

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

Seventeen Thousand Dollars and no cents $ 17,000.00

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

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

V. NOTICES

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

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

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

Fax: 1-417-625-4738 Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the

end of the contract period. Any interest earned on cash advances from the U.S.Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

5. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any

unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);

- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2023

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

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2022-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

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

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

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2022 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____vote.

_____
Douglas L. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2022-404 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 19, 2022

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2022 Community Development Block Grant funds.

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

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B22MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2022 Action Plan.

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

ATTACHMENTS
Coordinated Entry Agreement
CB 2022-404 Ordinance

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2022 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2022 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

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

General Administration

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

B. National Objectives

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

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

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

C. Levels of Accomplishment – Goals and Performance Measures

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

D. Staffing

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

Staff Member & Title	General Program Duties
Tammy Walker	Oversight and Reporting
Shonna Greninger	Housing Resource Coordinator
Kelli Miller	Housing Case Manager

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the 31st day of December of 2023.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-22-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

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

IV. PAYMENT

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

Fifty Thousand Dollars and no cents $ 50,000.00

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

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

V. NOTICES

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

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

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801

Phone: (417) 624-0820	Phone: 417 781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the

end of the contract period. Any interest earned on cash advances from the U.S.Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR

570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development

Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts

with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and
  24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et.

seq.);

- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2022

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

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ John Joines _____and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2022-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

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

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2022 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____vote.

_____
Douglas L. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-543 – Approving a Memorandum of Understanding with Missouri Southern State University (MSSU) for an ARPA contribution

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-543 Ordinance; Exhibit "A" Memorandum of Understanding; MSSU Description of Health Science Innovation Center; Unfunded Community High Project Priority List

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a Memorandum of Understanding (MOU) with Missouri Southern State University (MSSU) for an ARPA contribution.

BACKGROUND
The City of Joplin received an allocation of $13,779,739.00 of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA). In order to develop a spending plan for the City's ARPA allotment, the City Council, along with City staff, prioritized an unfunded community project list.

Missouri Southern State University (MSSU) received SLFRF funds from the State of Missouri to build a new $30 million Health Science Innovation Center provided they raise 50% of the cost of construction. Included in the high priority portion of the unfunded community project list is a request for $1.5 million to help fund the matching portion of this visionary project.

This MOU sets forth the commitment by the City to contribute $1.5 million of the nearly $13.8 million City ARPA allocation for the construction of this facility, if MSSU raises the remaining needed funds by June 30, 2024.

FUNDING SOURCE
The funding source is the City's ARPA allocation.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2022-543 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds for the construction of a new Health Science Innovation Center.

WHEREAS, the City of Joplin received an allocation of $13,779,739.00 of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA); and,

WHEREAS, the City Council of the City of Joplin, along with City staff, prioritized an unfunded community project list; and,

WHEREAS, Missouri Southern State University (MSSU) received SLFRF funds from the State of Missouri to build a new Health Science Innovation Center provided they raise 50% of the cost of construction; and,

WHEREAS, the City Council desires to contribute $1,500,000.00 towards this visionary project, conditioned on the additional funds are raised by MSSU.

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

Section 1. That the Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) for the construction of a new Health Science Innovation Center, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this ***"Agreement"***) is made and entered into effective as of the ____ day of _____, 2022 (the "***Effective Date***"), by and between City of Joplin, Missouri, a Missouri municipal corporation, (***"Donor"***) and the Missouri Southern State University (***"Donee"***).

RECITALS

A. Donor is a municipal corporation in Jasper County, Missouri.

B. Donee is a state university located in Jasper County, Missouri.

C. Donee has plans to construct a Health Science Innovation Center on its campus in in Joplin, Missouri, and has secured a $15 million appropriation from the Missouri General Assembly which represents half of the total cost of the proposed project. Donee is in the process of securing charitable and other commitments to raise the remaining $15 million.

D. Donee has requested $1.5 million from Donor from the State and Local Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds that the Donor received. Donor desires to donate or appropriate $1.5 million from those funds, subject to terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

ARTICLE 1.
DONATION

1.1 Donation and Use of Funds. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate $1.5 million to Donee from Donor's ARPA funds. The funds shall be solely used for costs directly associated with the construction of the Health Science Innovation Center. These costs include architectural, engineering, development and construction of the Center.

1.2 Condition Precedent. Donor's donation is conditioned on Donee completing the fundraising need for the balance of the projected cost of the Health Science Innovation Center, $ 13.5 million no later than June 30, 2024. Donee shall secure this fundraising and provide a summary of commitments (while respecting the donors wishes for anonymity). The summary will provide information including irrevocable letters of intent to gift, transfer and otherwise commit to the Donee/project. In the event Donee is unable to complete this fundraising by this date, then Donor may terminate this MOU and reallocate its $1.5 million to maintain its compliance with the

SLFRF. In addition, after meeting the fundraising condition, Donee agrees to complete construction of the Health Science Innovation Center by December 31, 2026.

1.3 Information and Documentation. Donee agrees to provide any information related to the project as may be requested by Donor from time to time.

ARTICLE 4.
REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 Donor's Representation, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1 *Donor's Authority*. Donor is a municipal corporation organized and existing under the laws of the State of Missouri and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

4.1.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1 *Donee's Authority*. Donee is a state university organized under the law of the State of Missouri, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

4.2.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

4.2.4 *Recognition*. Upon achieving fund goals, and prior to proceeding with construction, parties shall mutually agree to ensure recognition of the City of Joplin as grantor of resources which may include a plaque or similar permanent recognition placed in the completed Center.

ARTICLE 6.
NOTICE

6.1 Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to Donor: City of Joplin
Attention: Peter C. Edwards
City Attorney
602 S. Main
Joplin, Missouri 64801

If to Donee: Missouri Southern State University
Attention: Dr. Dean Van Galen, President
203 Hearnes Hall
3950 E. Newman Road
Joplin, Missouri 64801

6.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 7.
GENERAL PROVISIONS

7.1 Remedies. In the event of any breach or default by Donee hereunder, Donor shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by Donor occurring prior to Closing and resulting in a failure to close, Donee's sole and exclusive remedy shall be to terminate this Agreement, provided that Donee shall not exercise such remedy unless Donor has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

7.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

7.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

7.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

7.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

7.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

7.11 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

7.12 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

7.13 Effective Date. As used herein, the term ***"Effective Date"*** shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

7.14 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

7.15 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

[Remainder of page intentionally left blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

DONOR:

CITY OF JOPLIN, MISSOURI,
a Missouri municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

DONEE:

MISSOURI SOUTHERN
STATE UNIVERSITY
Non-profit, Missouri Public Institution

By: _____
Name: _____
Title: _____

Date: _____

A proposal to the City of Joplin from Missouri Southern State University to support the Health Science Innovation Center

June 2022

Missouri Southern State University, one of Joplin's largest employers with an annual economic impact of nearly $300 million, submits the following proposal to the Joplin City Council. The timing of the city's receipt of American Rescue Plan Act *(ARPA)* funds, the university's development of a transformational academic facility, and the state's investment in matching dollars results in this once-in-a-generation opportunity for these three entities to partner in filling one of Joplin's most important workforce needs.

JOPLIN'S ECONOMIC STRENGTH

Since the decline of the mining industry in the early 20th century, Joplin has built a diversified economy. Today, for example, manufacturing and transportation/distribution are mainstays of Joplin's economy. However, no sector provides Joplin the economic impact of healthcare. Home to two major medical centers and hundreds of related enterprises, healthcare forms the backbone of Joplin's economy. Several factors make healthcare an economic powerhouse for Joplin: thousands of high-paying professional and service jobs, significant local spending, and hundreds of thousands of visitors drawn each year to Joplin for health services, nearly all of whom make local purchases that result in tax income for the city. Given these and other factors, it's easy to see how healthcare is Joplin's most important economic sector.

A CRITICAL WORKFORCE GAP

With all its economic strengths, the Achilles heel of the healthcare industry is its ability to attract and retain talent. Nearly every healthcare business in the region, including major employers Freeman and Mercy, has indicated a critical need for professionals such as nurses, techs, and respiratory therapists, to name but a few. As point of evidence of this demand, a search of the job site *Indeed* on Monday, June 27, 2022, showed 619 openings for nurses within 25 miles of Joplin.

The ability of Joplin and the region to continue to capitalize on its strength as a healthcare provider depends largely on its ability to meet that industry's local workforce demands. Missouri Southern, for example, established its nursing program in 1966 following the closure of the St. John's Hospital School of Nursing. History has proven in the last 56 years that homegrown nursing talent is more likely to be retained than nurses recruited from across the country. MSSU's ability to produce nurses is currently limited to an annual cohort of 30 graduates. Assisting entities such as Missouri Southern in increasing their capacity to meet the workforce demands in critical sectors like healthcare must be a top priority for the City of Joplin and the State of Missouri.

A Transformational Opportunity

To that end, Missouri Southern proposes the creation of a $30 million "best in class" facility to strengthen the university's position as a leader in health science education *(most notably the preparation of nurses, dental hygienists, respiratory therapists, radiologists, and pre-professionals such as future doctors, dentists, and physical therapists)*. The Health Science Innovation Center will contain state-of-the-art teaching and training facilities, including a large simulation hospital, expanded cadaver lab, radiologic technology laboratory, and research facilities for students, faculty, and university partners, including Kansas City University.



The construction and equipping of the Health Science Innovation Center will increase both the quality and number of graduates in the university's health science programs. More health science graduates from Missouri Southern means the region's healthcare providers can better meet the growing demand for services. This will have a direct impact the region's economic vitality and quality of life. For example, the construction of the Health Science Innovation Center will allow Missouri Southern to double the number of nursing graduates annually *(from 30 to 60)* by 2024 *(pending approval of the State Board of Nursing)*, with additional growth possible.

Leveraging State Investment

The Health Science Innovation Center at MSSU is one of the top capital projects identified by Governor Mike Parson for its impact on Missouri. A $15 million appropriation from the Missouri General Assembly awaits the governor's signature later this month. Once approved, those funds can be accessed by Missouri Southern on a dollar-for-dollar match using investments by governmental bodies *(cities and counties)*, private foundations, individual donors, and others. These match funds mean every dollar invested by the City of Joplin yields two for this project and immediately moves the Health Science Innovation Center closer to becoming a reality for healthcare in Southwest Missouri.

LONG-TERM ECONOMIC IMPACT

During a strategic planning workshop in November 2020, the Joplin City Council established six priorities for the community:

1) Improve the community's appearance;
2) Address declining neighborhoods;
3) Increase economic opportunities;
4) Address homelessness;
5) Reduce crime & increase safety; and
6) Create and grow resilient revenue for city government.

While the City of Joplin has put forward an ambitious plan, it is priority #3 - robust economic growth *(jobs, sale of goods and services, and the resulting tax income for the city)* – that will go the farthest in funding the achievement of the other five priorities. As a soon to be "shovel ready" initiative, the Health Science Innovation Center is poised to feed the long-term economic growth of Joplin's healthcare sector and, therefore, make a significant economic impact on the city.

The impact of the Health Science Innovation Center will be measured by the increased production of graduates prepared to immediately take high-demand roles in the health sciences. Missouri Southern has worked closely with Freeman Health System, Mercy Hospital-Joplin, and other regional healthcare providers to identify workforce gaps that are inhibiting our economy's growth in this important sector. For example, out of workforce conversations with the two local hospitals was born Missouri Southern's bachelor's degree in healthcare administration and, coming soon, a master's degree within the same field. Graduates in these programs *(both undergraduate and graduate)* will have an immediate impact on the non-clinical business side of healthcare – something both hospitals said is of critical importance to their long-term growth.

ELIGIBLE USE OF ARPA FUNDS

Both the Missouri Governor's Office and the Office of Administration have put forward an American Rescue Plan Act *(ARPA)* "toolkit" to assist local governments in determining the eligible use of funds. The toolkit lists six categories of eligible use:

- Public health *(includes "enhancement of healthcare capacity")*;
- Public safety;
- Economic development *(includes "access to health and social services")*;
- Water, wastewater, and stormwater;
- Broadband; and
- Behavioral health.

Missouri Southern's Health Science Innovation Center fits both the "public health" and "economic development" categories and, therefore, is an eligible and encouraged use of ARPA funds. A decision by the Joplin City Council to invest ARPA funds in this project will have a multi-generational impact on the health of and economic opportunity for the city's residents.

The Opportunity and Timeline

Missouri Southern respectfully requests the City of Joplin invest $1.5 million in ARPA funds in the construction of the Health Science Innovation Center. The state's match of an additional $1.5 million will result in a $3 million infusion for the project. These early investments in the project will allow the university to contract with an architect and begin the final design of the project.

If all funds are received for the project in 2022, construction can begin in mid-2023 and the building occupied by the end of 2024 – potentially graduating its first expanded cohort of nurses, *(pending approval by the State Board of Nursing)* by May 2027. These new graduates will have an immediate impact on Joplin's effort to grow the healthcare sector within its economy.

For More Information

To learn more about Missouri Southern's plans for the Health Science Innovation Center and how this project will positively impact Joplin's future, please contact:

- Dr. Dean Van Galen
  President
  Missouri Southern State University

  Office: (417) 625-9501
  Cell: (715) 307-8299

- Dr. Brad Hodson
  Executive Vice President
  Missouri Southern State University

  Office: (417) 625-3072
  Cell: (620) 232-4208



MISSOURI SOUTHERN
STATE UNIVERSITY

FINAL PRIORITIZED COMMUNITY PROJECT LIST

AUGUST 1, 2022

Survey Rank	New Rank	Project	Category	Cost Estimate
		HIGH PRIORITY PROJECTS:		
1	1	Project: Neighborhood Improvements Estimate	Housing	$ 5,000,000
2	2	Project: City of Joplin Fiber Backbone Network	Broadband	$ 17,000,000
3	3	Project: MOSWIN Interoperability Radio System	Public Safety-Police	$ 600,000
4	4	Project: Home Rehabilitation and Repair	Housing	$ 3,000,000
5	5	Project: Police Equipment	Public Safety-Police	$ 1,696,000
6	6	Project: East Town Infrastructure and Revitalization	Transportation	$ 5,400,000
7	7	Project: Replacement and Relocation of Joplin Fire Station 3	Public Safety-Fire	$ 6,500,000
8	8	Project: Tin Cup Parallel Force Main and Lift Station Improvements	Sewer/Water	$ 4,750,000
9	9	Project: Wastewater Treatment – Trickling Filter Replacement	Sewer/Water	$ 7,700,000
10	10	Project: Fire Equipment	Public Safety-Fire	$ 253,000
11	11	Project: Pennsylvania Avenue Viaduct Removal & At-Grade Road Replacement	Transportation	$ 2,300,000
12	12	Project: Shoal Creek WWTF Final Clarifier	Sewer/Water	$ 3,500,000
13	13	Project: East Town Stormwater Improvements	Stormwater	$ 1,426,000
14	14	Project: Neighborhood Sidewalk Repair and Replacement	Transportation	$ 4,000,000
15	15	Project: Glendale Parallel Replacement Phase I	Sewer/Water	$ 2,500,000
16	16	Project: City Facilities Video Security Enhancements	Internal City Projects	$ 250,000
17	17	Project: 17th Street and Annie Baxter Stormwater Improvements	Stormwater	$ 740,500
18	18	Project: Tin Cup Trail and Underpass	Transportation	$ 4,800,000
19	19	Project: Zora St Widening / Improvements from Range Line (Loop 49) to MO249	Transportation	$ 12,000,000
43	20	Project: Construction Investment of the MSSU Health Science Innovation Center	Sub-recipient	$ 1,500,000

FINAL PRIORITIZED COMMUNITY PROJECT LIST

AUGUST 1, 2022

		MEDIUM PRIORITY PROJECTS:		
20	21	Project: Zora Street Water Main Installation	Sewer/Water	$ 4,000,000
21	22	Project: Downtown SMART Technology for Traffic Signals	Transportation	$ 5,700,000
22	23	Project: 7th Street & 249 Sanitary Sewer Extension (Phase II)	Sewer/Water	$ 2,000,000
23	24	Project: 20th & Malang Force Main	Sewer/Water	$ 3,500,000
24	25	Project: City Website Redesign Estimate	Internal City Projects	$ 150,000
25	26	Project: East 20th Street Sanitary Sewer Extension	Sewer/Water	$ 5,000,000
26	27	Project: Joplin East Industrial Park Culvert Replacements	Stormwater	$ 2,800,000
27	28	Project: Euclid Avenue Storm Sewer Improvements	Stormwater	$ 1,223,500
28	29	Project: East Baker's Branch Sewer Extension Phase I & II	Sewer/Water	$ 4,250,000
29	30	Project: 20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line	Transportation	$ 12,000,000
30	31	Project: Dover Outdoor Recreation Area (DORA)	Parks	$ 4,000,000
31	32	Project: County Road 180 Water Main Installation	Sewer/Water	$ 4,500,000
32	33	Project: Garvin Park Ditch	Stormwater	$ 444,000
33	34	Project: Create or Expand New Industrial Park	Economic Development	$ 3,000,000
34	35	Project: Wastewater Treatment – Activated Sludge Facilities	Sewer/Water	$ 17,000,000
35	36	Project: 7th Street Water Main Installation	Sewer/Water	$ 2,500,000
36	37	Project: Landreth Park to Frisco Trail Connector	Parks	$ 280,000
37	38	Project: Construct Public Transit Transfer Station	Transit	$ 4,500,000
38	39	Project: Crane Road & Arbor Hills Lift Station Elimination	Sewer/Water	$ 2,000,000
39	40	Project: I-44 Culvert Addition	Stormwater	$ 9,500,000
40	41	Project: Trail Wayfinding	Parks	$ 150,000
41	42	Project: Streetscape along Joplin Avenue from 6th Street to 10th Street	Transportation	$ 3,000,000
42	43	Project: Sallyport for Justice Center and Jail	Public Safety-Police	$ 600,000
44	44	Project: Schifferdecker Trail Connections	Parks	$ 810,000
45	45	Project: Grade Separation Funding for KCS RR Tracks at 32nd/Hwy FF	Transportation	$ 18,000,000
46	46	Project: Colorado Drive Storm Sewer Improvements	Stormwater	$ 1,170,500
47	47	Project: Streetscape along Wall Avenue from 7th Street to 10th Street	Transportation	$ 2,500,000
48	48	Project: McClelland Park Improvements	Parks	$ 1,450,000