


# City of Joplin, Missouri
# Community Development Block Grant
# And HOME Partnership
# Investment Program

# FY2019

## ACTION PLAN

## SUBSTANTIAL AMENDMENT



OMB Control No: 2506-0117 (exp. 06/30/2018)

# FY2019 ACTION PLAN QUICK GLANCE

## AVAILABLE RESOURCES

| | |
|---|---|
| COMMUNITY DEVELOPMENT BLOCK GRANT: | **$547,939.00** |
| COMMUNITY DEVELOPMENT BLOCK GRANT- COVID19: | **$348,798.00** |
| HOME INVESTMENT PARTNERSHIP: | **$462,214.00** |

## ANNUAL GOALS AND OBJECTIVES

### PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

| | |
|---|---|
| HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION) | **4+ UNITS** |
| HOMEOWNER HOUSING REHABILITATED | **4-6 UNITS** |

### IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($310,000 IN SIDEWALK IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

### IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

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|---|---|
| HOMELESSNESS REPORTING AND PREVENTION | **200 PEOPLE** |

## PROJECTS

| | |
|---|---|
| **CDBG PROGRAM** | **$537,939.00** |



OMB Control No: 2506-0117 (exp. 06/30/2018)

| | |
|---|---|
| INFRASTRUCTURE IMPROVEMENTS IN NID IV | **$396,351.20** |

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities. $70,000 dollars is carry over from FY2017. $240,000 from this Action Plan.

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| ECONOMIC DEVELOPMENT – COVID19 | **$220,349.00** |

Economic relief to business affected by the Covid-19 Pandemic

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| COORDINADED ENTRY PROGRAM | **$ 25,000.00** |

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

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| HOMELESS COALITION HMIS FUNDING | **$ 17,000.00** |

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

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|---|---|
| PUBLIC SERVICE GRANT – COVID19 | **$ 73,449.00** |

Public Services will be expanded in response to those generally affected by the Covid-19 pandemic.

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| ADMINISTRATION AND PLANNING | **$ 164,759.60** |

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. Funding increased by 20% of CDBG-CV special allocation.

## HOME INVESTMENT PARTNERSHIPS PROGRAM $462,141.00

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|---|---|
| HOUSING REHABILITATION ACTIVITIES | **$ 110,000.00** |

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.

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|---|---|
| CHDO ACTIVITIES | **$305,926.90** |

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

| PROGRAM ADMINISTRATION ACTIVITIES | **$ 46,214.10** |
|---|---|

Pro-rata share of Planning/ Community Development staff and overhead.

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The FY 2019 Action Plan identifies projects and activities meant to address the needs and goals of the 2015-2019 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year. This is the last Action Plan under the current consolidated plan.

### 2. Summarize the objectives and outcomes identified in the Plan

The plan lays out a number of projects meant to address the needs identified in the most recent Consolidated Plan. These projects include:

- Neighborhood Revitalization Activities (Infrastructure Improvements, specifically sidewalks)
- Public Services Activities (HMIS funding, Coordinated Entry Program)
- Housing Rehabilitation Activities
- CHDO New Construction
- Neighborhood Plan for East Town neighborhood

Maps showing the Geographic Extent of proposed activities is included in Attachment B.

### 3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service projects. In this final year of the 2015-2019 Consolidated Plan the City will emphasize increasing the pipeline of affordable housing starts.

**4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The participation process for developing this One Year Action Plan included:

- Two advertised public meetings (January 17, 2019 and February 28, 2018 at Joplin City Hall)
- Two 30-day public comment period (January 18 - February 18, 2019 & March – April 1, 2019)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 15, 2018 City Council Meeting; Council approved the plan via resolution at this meeting.

Attendance registers and proof of public notice are included in Attachment A.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One emailed public comment was for CDBG façade grants to be used for professional services to avoid Davis Bacon wages.

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

Comment on CDBG Façade Grants was rejected for Davis Bacon cannot be avoided on a Federalized project.

**7. Summary**

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

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

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

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

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City of Joplin acts as administrator for all Community Development Block Grant funded projects within the jurisdiction of the City of Joplin and administers all HOME funded projects throughout the jurisdiction of the Joplin HOME Consortia on behalf of all members.

### Consolidated Plan Public Contact Information

Troy Bolander, Director of Planning, Development, and Neighborhood Services

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 510

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

Consultation on the development of the plan began in January 2019 through discussions with current participating sub-recipients. The plan has been further developed through public meetings and public comment.

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

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area and we will be partnering with them to develop strategies by which to remedy this and other problems. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to ensure regular contact and awareness of activates performed by both entities.

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

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. Furthermore, City department staff serve on the Homeless Coalition Board and committees. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area. The Community Development Planner has been added to the Homeless Coalition Board.

The City partially funds the Coordinated Entry Program, implemented by the Homeless Coalition, through Public Service Grants. The group sends monthly reports to the City of Joplin, and their progress in the program is promising. In 2019, the Housing Connect program has completed 53 Assessments, and housed 25 individuals or families.

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

**outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; we do not have any control over the allocation of ESG funds. The City primary capacity in allocation of ESG funds and evaluating projects is through Homeless Coalition board membership including City staff and in consultation in developing plans. However, we do provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

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

**Table 2 – Agencies, groups, organizations who participated**

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

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

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | ECONOMIC SECURITY CORPORATION |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Employment<br>Service-Fair Housing<br>Publicly Funded Institution/System of Care<br>Regional organization<br>Planning organization |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are the city's primary CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies. |
| 2 | **Agency/Group/Organization** | JOPLIN AREA HABITAT FOR HUMANITY |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Service-Fair Housing<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Lead-based Paint Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs. |
| 3 | **Agency/Group/Organization** | One Joplin |
| | **Agency/Group/Organization Type** | Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-homeless<br>Services-Health<br>Services-Education<br>Service-Fair Housing<br>Business and Civic Leaders<br>Non-Profit Collaborative |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Anti-poverty Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | One Joplin is a coalition, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed. |
| 4 | **Agency/Group/Organization** | Community Housing Resource Board |
| | **Agency/Group/Organization Type** | Housing<br>PHA |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Anti-poverty Strategy<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year. |

| | | |
|---|---|---|
| 5 | **Agency/Group/Organization** | Legal Aid of Western Missouri - Joplin Office |
| | **Agency/Group/Organization Type** | Housing<br>Services-Persons with Disabilities<br>Services-homeless<br>Service-Fair Housing<br>Regional organization<br>LMI Legal Services |
| | **What section of the Plan was addressed by Consultation?** | Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations to further affordable housing. Legal Aid also is working with One Joplin and the City on Landlord/Tenant education. |
| 6 | **Agency/Group/Organization** | Fuller Area Center for Housing |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Service-Fair Housing<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Fuller Center is an area non-profit affordable housing provider. The City of Joplin is currently expanding methods to assist their organization without using Federal Funds and may provide HOME funds in the future. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | The Homeless Coalition of SWMO | |
| Comprehensive Plan 2012 | The City of Joplin | |
| | | |

**Table 3 – Other local / regional / federal planning efforts**

## Narrative (optional)

## AP-12 Participation – 91.105, 91.200(c)

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

The first public hearing on the FY2019 Action Plan was held at the Joplin City Hall on January 17, 2019. Public notice was published within the Joplin Globe on January 3, 2019 and on www.joplinmo.org.

The second public hearing on the FY2019 Action Plan was held in the Fifth Floor Study of City Hall on February 13, 2019 from 5:00 pm - 6:00 pm. Public notice was published in the Joplin Globe on February 13, 2018.

Public comments on the draft plan was accepted through two comment periods, January 18th-February 18th and March 1st – April 1st, 2019.

The final Action Plan was presented to Joplin City Council on April 15, 2019.

The May 2020 notice of major amendment was posted in the publication of record, The Joplin Globe, on May 5th, 2020. A five-day public comment period commenced twenty-four hours from posting on May 6th – May 11th, 2020.

The major amendment was presented to Joplin City Council on May 18, 2020.

**Citizen Participation Outreach**

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | Public Meeting | Non-targeted/broad community<br><br>Sub-Recipients and non-profits | City Staff met with community stakeholders, residents, and non-profit partners to discuss goals, previous year outcomes, and potential actions to take within the upcoming program year on two occasions. | Discussion centered around housing and infrastructure. Specifically, persons present discussed neighborhood revitalization and greater return on investment within distressed communities. As a result, the City's focus will be to accomplish the most impact with the least amount of public dollars. | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Newspaper Ad | Non-targeted/broad community<br><br>Sub-recipients and non-profits | Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits. | | | http://www.joplinglobe.com/ |
| 3 | Public Hearing | Non-targeted/broad community | City Staff presented the final draft of the 2019 Annual Action Plan to City Council for Approval. Council authorized staff to file the action plan with the Department of Housing and Urban Development by resolution. | Council asked questions regarding the programs, funding justifications, and need areas. No citizens voiced concerns or provided commentary. | | |
| 4 | Internet Outreach | Non-targeted/broad community | Resulted in one comment received through email. | Wanted to use façade grants for professional services | Desire of comment was to avoid prevailing wage and federalizing the project. | https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications |
| | | | | | | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| | | | | | | | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services<br>Economic Development | 896,737 | 0 | 0 | 896,737 | 896,737 | On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents. |
| HOME | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 462,141 | 0 | 0 | 462,141 | 700,000 | On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities. |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Other** | **public - federal** | **Admin and Planning Economic Development Homebuyer assistance Homeowner rehab Housing Public Improvements Public Services Other** | **0** | **0** | **0** | **11,951,000** | **11,951,000** | **This is an estimated amount of CDBG-DR II funds available during the reporting period. The funds are being drawn on a rolling basis.** |

**Table 5 - Expected Resources – Priority Table**

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

The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Finding qualifying homebuyers has been a challenge for the program. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers. The Community Development office is also working to clean title on County owned lots to assist in the provision of buildable lots for affordable housing developers.

Another significant source of funding is the City of Joplin's CDBG-DR Round I and II Allocations. Current information on the status of projects and funding can be found at: http://mo-joplincdbgdr.civicplus.com/ However, the City of Joplin's Entitlement and HOME programs do not directly work in the Disaster Area so as to focus on neighborhood redevelopment and avoid duplication of efforts.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.6 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements.

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

The City is examining change in policy to donate lots to non-profits or other stakeholders for projects or development.  Currently the City is identifying a hand-full of sites for this purpose. There are many City lots located in target areas for community development. The City is cleaning titles for the purpose of housing. The City is also coordinating with the County to acquire lots in the County Trust.

### Discussion

Using the City's annual allocations over the course of the next year, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus for the Action Plan reporting period is the East Town Neighborhood. The City will continue to fund infrastructure projects and encourage its subrecipients to direct housing funding to the neighborhood until the end of this Consolidated Plan.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership and very few if any of the homeowner rehab applicants fall into the extremely low-income category. When an extremely low-income household applies to the homeowner rehab program, they are prioritized based on need. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

## Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| 1 | Provide safe, decent affordable housing | 2015 | 2019 | Affordable Housing | Census Tract 106<br>Census Tract 101 | Safe Decent Affordable Housing | HOME: $415,927 | Homeowner Housing Added: 6 Household Housing Unit<br>Homeowner Housing Rehabilitated: 4 Household Housing Unit |
| 2 | Improve Infrastructure and Encourage Economic Dev. | 2015 | 2019 | Non-Housing Community Development | Census Tract 101<br>Citywide | Public Infrastructure and Facility Improvements | CDBG: $447,948<br>HOME: $0 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted<br>Facade treatment/business building rehabilitation: 2 Business<br>Jobs created/retained: 42 Jobs<br>Businesses assisted: 1 Businesses Assisted |
| 3 | Improve Livelihood through Public Service Activity | 2015 | 2019 | Affordable Housing<br>Public Housing<br>Homeless<br>Non-Homeless Special Needs<br>Non-Housing Community Development | Census Tract 110<br>Census Tract 106<br>Census Tract 101<br>Main Street<br>Census Tract 108 | Public Services for Low Income and Special Needs | CDBG: $52,000 | Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted<br>Homelessness Prevention: 200 Persons Assisted |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| 1 | **Goal Name** | Provide safe, decent affordable housing |
| | **Goal Description** | New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household. |
| 2 | **Goal Name** | Improve Infrastructure and Encourage Economic Dev. |
| | **Goal Description** | Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs. |
| 3 | **Goal Name** | Improve Livelihood through Public Service Activity |
| | **Goal Description** | Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program and neighborhood clean-up will receive an allocation to maintain that activity. |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City of Joplin has identified a total of 6 projects. Included in the CDBG and HOME Administration and Planning is a neighborhood plan for the East Town neighborhood.

**Projects**

| # | Project Name |
|---|---|
| 1 | Public Service Activities |
| 2 | 2019 Homeowner Rehabilitation |
| 3 | 2019 CHDO Activities |
| 4 | Public Infrastructure |
| 5 | CDBG Administration and Planning |
| 6 | Home Administration and Planning |
| 7 | Economic Development |

**Table 7 - Project Information**

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

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. In this Action Plan public service activities are prioritized by need and the number of organizations benefiting from a single activity.

Amended: Special Allocation of CDBG-CV will be prioritized to address the economic and health impact of the Covid-19 pandemic. Additional funds will be used to address the increase in need for public services and provide economic relief due to businesses within the jurisdiction of the City of Joplin.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| 1 | **Project Name** | Neighborhood Improvements |
| | **Target Area** | Census Tract 101 |
| | **Goals Supported** | Improve Infrastructure and Encourage Economic Dev. |
| | **Needs Addressed** | Public Infrastructure and Facility Improvements |
| | **Funding** | : |
| | **Description** | Funding for 2018 infrastructure projects within the East Town Neighborhood |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The neighborhood consists of 1700 persons. |
| | **Location Description** | See map of the neighborhood in the attachment to this plan. |
| | **Planned Activities** | This activity will be to provide sidewalk within the East Town neighborhood. |
| 2 | **Project Name** | Public Service Activities |
| | **Target Area** | Census Tract 101<br>Citywide |
| | **Goals Supported** | Improve Livelihood through Public Service Activity |
| | **Needs Addressed** | Public Services for Low Income and Special Needs |

| | | |
|---|---|---|
| | **Funding** | CDBG: $115,449.50 |
| | **Description** | public Service Activities to serve vulnerable populations within the City of Joplin |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Through funding for the Homelessness Management Information System and Coordinated Entry Program the City of Joplin will be assisting in the prevention of homelessness, sheltering and rehousing of vulnerable populations. The last point in time count resulted in approximately 275 homeless in the City. |
| | **Location Description** | Coordinated Entry serves the homeless and at-risk populations Citywide and the neighborhood cleanup will take place in the low income neighborhood of East Town. |
| | **Planned Activities** | Activities include funding for Homelessness Management Information System and Coordinated Entry. Public Services will be expanded in response to those generally affected by the Covid-19 pandemic. |
| **3** | **Project Name** | CDBG Planning and Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing<br>Improve Infrastructure and Encourage Economic Dev.<br>Improve Livelihood through Public Service Activity |
| | **Needs Addressed** | |
| | **Funding** | CDBG: $179,347.40 |
| | **Description** | |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | |
| | **Location Description** | |

| | | |
|---|---|---|
| | **Planned Activities** | Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood. Additional planning and administration will be expended in the planning and implementation in response to Covid-19. |
| **4** | **Project Name** | 2018 ESC Rehabilitation |
| | **Target Area** | Census Tract 101<br>Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing |
| | **Needs Addressed** | Safe Decent Affordable Housing |
| | **Funding** | HOME: $110,000 |
| | **Description** | Rehabilitation of owner occupied home of qualifying household by Economic Security Corporation, a local non-profit partner. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 4 low income households will be assisted with this program. Low/moderate applicants will be assisted if low income household applicants are already assisted. |
| | **Location Description** | This program will operate throughout the Joplin Consortium. Priority will be given to applicants in the East Town neighborhood. |
| | **Planned Activities** | Rehabilitation of eligible single family households. |
| **5** | **Project Name** | 2019 CHDO Activities |
| | **Target Area** | Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing |
| | **Needs Addressed** | Safe Decent Affordable Housing |

| | | |
|---|---|---|
| | **Funding** | HOME: $305,927 |
| | **Description** | A Community Development Housing Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 6 low/moderate income families will be assisted with proposed activities. |
| | **Location Description** | These activities will take place throughout the Joplin Consortium. |
| | **Planned Activities** | Development of up to 6 single family homes. |
| **6** | **Project Name** | HOME Administration and Planning |
| | **Target Area** | Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing<br>Improve Infrastructure and Encourage Economic Dev.<br>Improve Livelihood through Public Service Activity |
| | **Needs Addressed** | Safe Decent Affordable Housing<br>Public Infrastructure and Facility Improvements<br>Public Services for Low Income and Special Needs |
| | **Funding** | HOME: $46,214 |
| | **Description** | Pro-rata share of planning and administrative costs for planned activities |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | |
| | **Location Description** | |

| | | |
|---|---|---|
| | **Planned Activities** | Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood. |
| 7 | **Project Name** | Economic Development |
| | **Target Area** | Citywide |
| | **Goals Supported** | Improve Infrastructure and Encourage Economic Dev. |
| | **Needs Addressed** | |
| | **Funding** | $220,348.50 |
| | **Description** | Economic relief to business affected by the Covid-19 Pandemic |
| | **Location Description** | Citywide |

## AP-50 Geographic Distribution – 91.220(f)

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

The City has several census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106, 108, and 110. Public improvements for FY 2018 will be concentrated in tract 101, more specifically in the East Town neighborhood. Utilizing HOME funds, several housing projects will be in this area to make more comprehensive improvements within the tract. Additional HOME projects will be located within the Consortia area.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| Census Tract 110 | |
| Census Tract 106 | |
| Census Tract 101 | 80 |
| Main Street | |
| Census Tract 108 | |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

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

### Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects are underway and are meant to stabilize the target area on a long-term horizon.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 200 |
| Non-Homeless | 12 |
| Special-Needs | |
| Total | 212 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | |
| The Production of New Units | 5 |
| Rehab of Existing Units | 6 |
| Acquisition of Existing Units | |
| Total | 11 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

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

## AP-60 Public Housing – 91.220(h)

### Introduction

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

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

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. The City has recently entered into agreement with Economic Security Corporation for $4,000,000.00 of CDBG-DR assistance to construct very-low income elderly bungalows, that will be accepting vouchers administered by the public housing authority.

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

One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits. The Housing Authority and the Community Development Office hope to refer one to two Housing Authority residents to become homeowners through CHDO activities within the next reporting period. This intention to provide CR homebuyer assistance as part of CHDO activity underwriting should help qualify least-well off public housing residents that are determined to be good candidates for homeownership. The One Joplin Coalition is currently piloting a landlord/tenant education program. The Public Housing Authority has been invited to refer tenants to training.

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

The Housing Authority is not designated as troubled.

### Discussion

The Joplin Public Housing Authority Director meets quarterly with the Community Development Office to inform both organization on ongoing operations. This is achieved through both the Community Development Planner and the Public Housing Director serving on the Community Housing Resource Board.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. The number assisted has increased, however the last point-in-time count has shown an increase in the unsheltered. Upon completion of follow-up survey, the coalition found that an unusual number of homeless are not from the area as compared to previous years.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, requested funds through the public service grant process to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. The subcommittee decided that due to the importance of this system, it should be funded on an annual basis, rather than making the coalition re-apply through the public service competition each year. The Coordinated Entry Program is the point of contact with the homeless in assessing need. Due to the importance of this service, the program is also to be funded annually.

**The Homeless Coalition provided the following information regarding their services:**

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

Coordinated Entry assesses homeless need and refers homeless or at risk homeless to appropriate service providers.

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who are living unsheltered. One method will be to host two Project Homeless Connect events per year. (January and July) The events will be advertised through local social service agencies and meal sites. They

are set up as a one stop shop event offering information, resources, giveaways, and services on site. All people attending Project Homeless Connect events will be surveyed. The survey collects information about length of homelessness, reasons for homelessness, and tracks a number of indicators.

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

### Addressing the emergency shelter and transitional housing needs of homeless persons

As part of the Continuum of Care the Homeless Coalition regularly analyses gaps in homeless need and services. One area needing increased level of service is emergency shelter and transitional housing. To that end Watered Gardens (Coalition Shelter) is establishing a new facility in the former Washington Elementary School for women with children.

The current emergency shelter providers are:

Restoration Life, Souls Harbor, Watered Gardens, Carthage Crisis Center

The current transitional housing providers are:

The H.O.U.S.E. Inc., Economic Security Corporation, Lafayette House, Carthage Crisis Center

Homeless persons receive referral to providers through Coordinated Entry.

### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the established Continuum of Care, the Homeless Coalition employs a Point in Time count, and a Housing Inventory Count to specially identify and house/shelter the chronically homeless, families with children, veterans and unaccompanied youth. Veterans, families with children and unaccompanied youth are tracked monthly and prioritized.

**The Homeless Coalition established committees to address chronically homeless, families with children,**

**veterans and unaccompanied youth:**

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Coalition Members and area service providers refer at risk of homelessness households to Coordinated Entry. Area service providers include non-profit thrift stores, local hospitals, MO Career Center, Veterans Affairs, the Joplin Health Department and Community Development Office, Preferred Family Healthcare providers and Legal Aid of Western Missouri.

Current homeless prevention service providers include Catholic Charities, Economic Security Corporation, Legal Aid, Bright School District, Futures, Children's Haven, Lafayette House, the Salvation Army and Crosslines.

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction.

### Discussion

The Homeless Coalition has made great strides in their services and programming since the implementation of the Housing Connect Program. The Coalition has better input from Coalition members and the community at large. In their partnership with the City and area service providers, particular focus will be placed on prevention activities. Specifically, through an existing coalition of area non-profits known as One Joplin, the City will work with area non-profit and for-profit service providers to ensure that persons are not discharged or released into vulnerable situations. Potential partners include the Housing

Authority, Freeman Hospital, Mercy Hospital, and Ozark Center.

Non-housing, special needs populations are at the most risk of becoming homeless. In the upcoming year, the City will provide funding towards the Homeless Coalition's HMIS and Coordinated Entry Programs. Coordinated Entry will help those who are risk of becoming homeless be diverted into stable housing or referred to proper service providers.

## AP-75 Barriers to affordable housing – 91.220(j)

**Introduction:**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City has made some progress on objectives laid out in its Analysis of Impediments to Fair Housing. The City is evaluating the current Surplus Land Policy to make available to affordable housing developers and non-profits lands currently in possession of the City. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Code updates will be addressing setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had difficulty in landlords accepting housing choice vouchers. The City of Joplin has entered into agreement with Economic Security Corporation for $4,000,000 of CDBG-DR assistance in the construction of low-income elderly bungalows. This development will be accepting vouchers administered by the Public Housing Authority.

**Discussion:**

The City of Joplin has updated the Citizen Participation Plan to be compliant with the implementation of the Assessment of Fair Housing. While implementation of the Assessment of Fair Housing has been delayed by the Department of Housing and Urban Development, and likely not going to be a requirement of the 2020 Joplin Consolidated Plan, the City of Joplin and the Joplin Public Housing Authority are prepared to collaborate when the requirement for the assessment is enforced.

## AP-85 Other Actions – 91.220(k)

### Introduction:

### Actions planned to address obstacles to meeting underserved needs

FY2019 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

### Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. Cleaning title on County owned lots will begin a small land bank for affordable housing. Through collaboration with the One Joplin Coalition the City and One Joplin have launched a landlord/tenant education program funded by a grant from the Missouri Foundation for Health. This is intended to decrease the number of evictions in affordable rentals in the city due to better rental practices.

### Actions planned to reduce lead-based paint hazards

Lead testing is required for rehabilitation programs. Participating organizations will follow current HUD lead-based paint regulations. In addition, every six months, Economic Security Corporation randomly audits one of its projects to verify compliance. A copy of the City's current Lead-Based Paint policies is included in the plan appendices.

### Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the next consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

### Actions planned to develop institutional structure

The City has expanded involvement with One Joplin, a coalition of non-profits within the City. One Joplin is increasing collaboration and beginning to conceive of low-income and poverty focused projects, both in services and housing. Partnership with this group will help with outreach and programming and allow for excellent delivery of services despite decreasing funding. The City Manager is City staff representative to

the One Joplin steering team and the Community Development Planner is co-chair on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program. This year One Joplin has launched a landlord/tenant education program with the goal of leading to housing policy updates in the future.

### Actions planned to enhance coordination between public and private housing and social service agencies

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The City Manager sits on the steering team of One Joplin. The Joplin Community Development Planner co-chair on the Poverty Team and sits on the Housing Sub-Committee. The City will continue its partnership with ESC and Habitat for Humanity as CHDO's using HOME funds.

### Discussion:

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

**Introduction:**

### Community Development Block Grant Program (CDBG)
### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

### Other CDBG Requirements

1. The amount of urgent need activities - 0

### HOME Investment Partnership Program (HOME)
### Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City through sub-recipients offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer's subsidies to allow affordable homes to low- and moderate-income homebuyers through the CHDO activity. Homebuyer assistance through CHDO's are offered through the CHDO and do not exceed the 10% threshold for HOME investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for

homebuyer activities as required in 92.254, is as follows:

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

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

***A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan***

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The owner-occupied rehabilitation activity through ESC imposes a five-year affordability period on all rehabilitations. The affordability period is record as a Deed Restriction and is forgiven after 3 years, if all program requirements are met. Any funds that may be returned will be treated as program income.

The PJ has structured the CHDO's and Joplin Area Habitat for Humanity's recapture provisions based on the amount of HOME assistance that enables the homebuyer to purchase the unit. The period of affordability will be based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. The following chart outlines the funding limits and period of affordability.

When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24

92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

***A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan.***

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City currently has no plans to use HOME funds for such refinancing.

# Attachment A

# Public Participation

THE JOPLIN
GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Rev sed Statutes, 1959. The below listed advertisement appeared in the following issue(s):

| PUBLICATION | EXPIRED DATE | AD CAPTION | #TIMES | AMOUNT |
|---|---|---|---|---|
| THE JOPLIN GLOBE 01/03/2019 | 01/03/2019 | LEGAL 423/PUBLI | 1 | 325.50 |

Robin Stout (Assistant Business Manager)
Robin Stout

Subscribed and sworn to before me this 3rd day of

January, 2019

Notary Public
Diana J. Crouch/16016002
02/21/2019



OMB Control No: 2506-0117 (exp. 06/30/2018)

## Please Print

**Public Meeting - CDBG & HOME Program; FY2019 Action Plan**

**Date: January 17, 2019** **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall 5th Floor Study**

| Name: | Agency: | Address: | Phone: | E-Mail Address: |
|---|---|---|---|---|
| CURTIS SCOTT | ESC | 1924 W. 4TH STREET | 417-781-4437 | cscott@escswa.org |
| Anna Leonard | One Joplin | 3510 E. 3rd | 620-404-8448 | anna@onejoplin.com |
| Debbie Huff | Joplin Habitat | 520 N. Main St. | 417-782-6533 | dhuff@joplinhabitat.org |
| Thomas Walters | C of J | 602 S Main | 417-624-0820 | twalters@joplinmo.org |
| MATT MORAN | JOPLIN HOUSING AUTH. | 1934 W 24TH | 417-624-4514 | mmoran@joplinpha.org |
| TAMMY WALKER | ESC | 312 Joplin | 417-781-0852 | twalker@escswa.org |
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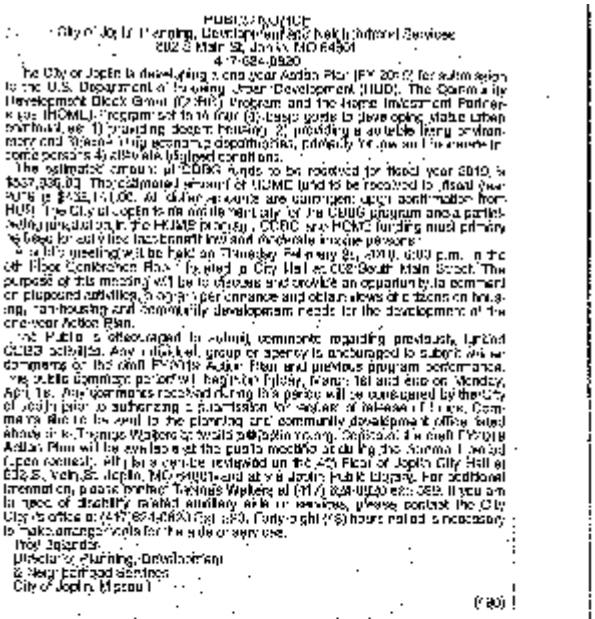

PUBLIC NOTICE

City of Joplin Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801
417-624-0820

The City of Joplin is developing a one year Action Plan (FY 2010) for submission to the U.S. Department of Housing and Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to develop viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons, 4) eliminate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2010 is $537,336.00. The estimated amount of HOME funds to be received for fiscal year 2010 is $432,170.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is not officially in the CDBG program and is participating jurisdiction in the HOME program. CDBG and HOME funding must primarily benefit low and moderate income persons.

A public meeting will be held on Thursday February 25, 2010, 6:00 p.m. in the 4th Floor Conference Room located at City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, to review performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2010 Action Plan and previous program performance.

The public comment period will begin on Friday, March 19th and end on Monday, April 19th. Any comments received during this period will be considered by the City of Joplin prior to authorizing submission of the plan to HUD. Comments are to be sent to the planning and community development office listed above or to Teresa Walters at twalters@joplinmo.org. Copies of the draft FY2010 Action Plan will be available at the public meeting scheduled during the Annual Council Open Session. A copy can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Teresa Walters at (417) 624-0820 ext. 469. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417) 624-0820 ext. 453, forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Post Dates:
Director's Planning Commission
2 Newspaper Printings
City of Joplin Website

(Feb)

THE JOPLIN GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed advertisement appeared in the following issue(s):

| PUBLICATION | EXPIRED DATE | AD CAPTION | #TIMES | AMOUNT |
|---|---|---|---|---|
| THE JOPLIN GLOBE 02/14/2019 | 02/14/2019 | LEGAL 490/ACTIO | 1 | 325.50 |

Robin Stout (Assistant Business Manager)
Robin Stout

Subscribed and sworn to before me this 14th day of February, 2019

Diana J. Crouch (Notary Public)
Diana J. Crouch/1s146002
02/21/2019

OMB Control No: 2506-0117 (exp. 06/30/2018)

## Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: February 28, 2019 Time: 5:00 - 6:00 PM Place: Joplin City Hall
5th Floor Study

| Name: | Agency: | Address: | Phone: | E-Mail Address: |
|---|---|---|---|---|
| Thom Walton | Cof J | 602 S Main | 417-624-0820 | twalton@joplinmo.org |
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## PUBLIC INPUT FOR THE 2019 ACTION PLAN

**Please share your thoughts and comments to help shape a draft plan (submit additional pages as necessary):**

**Name/Representing:** _____

**Email/Phone:** _____

**Please leave your comments in the space provided above or submit any comments to:**

Thomas Walters, City of Joplin Department of Planning, Development, and Neighborhood Services
417.624.0820 ext. 539 OR twalters@joplinmo.org
602 S. Main Street Joplin, MO 64801

**Thank you for your feedback**

# THE JOPLIN GLOBE

P.O.Box 7. Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

## AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, KIMBRA GREEN, being duly sworn according to law, STATE that I am Accounting Clerk of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed advertisement appeared in the following issue(s):

| PUBLICATION | EXPIRED DATE | AD CAPTION | #TIMES | AMOUNT |
|---|---|---|---|---|
| THE JOPLIN GLOBE 05/05/2020 | 05/05/2020 | LEGAL 190/PUBLI | 1 | 284.81 |

(First Published May 5, 2020)
PUBLIC NOTICE
City of Joplin
Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801
417-624-0820

The City of Joplin is AMENDING a one-year Action Plan (FY 2019) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The amount of CDBG funds previously approved for fiscal year 2019 was $547,939.00. In response to the Covid-19 pandemic the City of Joplin is receiving a special allocation as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, as an addition to funds previously approved as part of the plan. The special allocation amount of CDBG-CV to be received is $348,798.00. CDBG funding must primary be used for activities that benefit low- and moderate-income persons.

A public comment period will commence 24 hours from the posting of this notice on May 5, 2020. The purpose of this comment period will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on proposed programs for the approval of the 2019 Action Plan Major Amendment.

Any individual, group or agency is encouraged to submit written comments on the draft FY2019 Action Plan Major Amendment. The public comment period will begin on May 6, 2020 and end on May 11, 2020. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2019 Action Plan Major Amendment will be available at the public on the City of Joplin Community Development webpage. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 539.

Troy Bolander
Director of Planning, Development & Neighborhood Services
City of Joplin, Missouri

(190)

Kimbra Green (Accounting Clerk)
Kimbra Green

Subscribed and sworn to before me this 5th day of May, 2020

Diana J. Crouch Notary Public
Diana J. Crouch/15146002
02/21/2023

**"NOTARY SEAL"**
**Diana J. Crouch, Notary Public**
**State of Missouri, Jasper County**
**Commission # 15146002**
**My Commission Expires Feb. 21, 2023**

# Attachment B

# Appendices


East Town Neighborhood
VANDALIA
GARDEN
TRENTON
ROLLA
PARK
QUINCY
MCKEE
ST LOUIS
EUCLID
LAUREL
JACCARD
MAIN
OZARK
FIELD
CHAPEL
ONEIDA
G
FRANKLIN
LANDRETH
PERSIMMON
GALENA
POOL
SPRING
NORTH
FURNACE
VALLEY
MICHIGAN
MINERAL
COX
DIVISION
HILL
BROADWAY
CENTRAL
SCHOOL
RAILROAD
COMINGO
CLUB
ELM
COMMERCIAL
TERRACE
HIGH
MURPHY
JASPER
2ND
3RD
4TH
5TH
6TH
7TH
8TH
9TH
ST CHARLES
HIGHLAND
VIRGINIA
MINNESOTA
OHIO
INDIANA
ILLINOIS
GRAND
N

# Section 7 - APPENDIX A - Lead Regulations

# LEAD BASED PAINT
## *(24 CFR PART 35)*
# REFERENCE GUIDE

*(SUB-GRANTEES are to refer to, and comply with, all of the actual lead paint regulations and HOME regulations when lead hazards are involved.The following is only an overview.)*

## A. HUD's Lead-Safety Regulation

Federal Register (Wednesday, September 15, 1999)

Department of Housing and Urban Development
*24 CFR Part 35, et al.*
Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Rule

## B. Exemptions *24 CFR 35.115*

- Post-1977 housing (1978 and newer)
- Zero-bedroom units
- Property certified as lead-based paint free
- Property where lead-based paint was removed
- Disaster Related Emergency & Accessibility actions
  *Note: Always get these prior approved by the PJ first.*

## C. Documentation Required

**Notice To Occupants**

- Distribution of the "EPA Lead Hazard Information" Pamphlet to homeowner
- "Notice of Hazard Evaluation" (or presumption) within 15 days and "Notice of Hazard Reduction & Clearance" within 15 days

**Hazard Reduction Work**

- Final scope of work with both lead- and non lead-paint (included in Work Write-Up/Cost Estimate)
- Worker qualifications (must be pre-approved with JC)
- Safe Work Practices at 24 CFR Part 35.1350 observed
- Lead Clearance must be achieved after all rehab work done

**Clearance Report** (after completion of rehab)

- copy of clearance report must be sent to the PJ at time of payment request
- must be performed by a certified paint inspector or risk assessor.

## D. General Procedural Overview

Lead-based paint testing and risk assessment will also be conducted by a qualified SUB-GRANTEE Inspector or, an outside certified lead-based trained inspector should be hired. The presumption of lead-based paint or the lead paint inspection must be performed in all areas of the home (pre-1978) including exteriors of the home.

The scope of work must integrate both "lead" and "non-lead" triggered activities. (Provide preliminary work write-up to Risk Assessor, then incorporate the assessment's findings.)

The entire house must pass a Lead Clearance test. HOME funds must first be allocated to lead stabilization or abatement projects so the house complies with the Lead Safe Housing Rule before other projects can commence. *The exception to this would be accessibility or emergency repair projects.*

**Course of Action:**

1. Determine level of hazard evaluation and reduction *(24 CFR 35.915-930)*
2. Presume lead or evaluate *(option – 24 CFR 35.120),* evaluate recommended
3. Perform paint testing and risk assessment by certified personnel
4. Include in the scope of work for "lead" activities the interim controls and/or abatement recommendations from a risk assessor, and safe work practices for items determined to be lead paint.
5. Determine impact of 'occupant relocation' requirements *(24 CFR 35.1345).*
6. Based on the results of paint testing and/or risk assessment, establish contractor qualifications *(see safe work practices and 35.1325-1330),* safe work practices to be used (including occupant protections), and achieving clearance in bid invitation and contract.
7. Relocate occupants and belongings if containment can not be achieved *(24 CFR Part 35.1345)*
8. Supervise work so that **"Safe Work Practices"** at 24 CFR Part 35.1350 are used: worksite is prepared/contained and occupants and their belongings are protected, prohibited methods of paint removal are not used, specialized cleaning is conducted to achieve clearance. Verification that these practices were observed must be provided to the PJ. This is recommended to take the form of a signed letter/form accompanied by photos that may provide proof of compliance. The occurrence of this monitoring should be no less than 1 verification for every 6 months. (Amended 11/19/12)
9. Property must be inspected by a licensed lead paint inspector, risk assessor, or lead sampling technician and pass the lead clearance evaluation after all rehab work is done.

## E. Lead Hazard Evaluation Methods & Qualifications

1. **Visual Assessment:** A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling, or chipping paint. This assessment does not identify the presence of lead, only the potential danger and is only allowed for projects that do not exceed $5,000. The assessment is performed by either a certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment.

2. **Paint Testing:** entails testing painted surfaces to determine if they contain lead-based paint, using methods such as XRF analyzer or a laboratory analysis. (Note: Paint testing differs from a lead-based paint inspection, which is a surface-by-surface investigation to determine the presence of lead-based paint. Typically, the XRF analyzer is used for an inspection. Because an inspection evaluates all painted surfaces, is more comprehensive than the paint testing.) Paint testing must be conducted by state certified paint inspectors or risk assessors.

3. **Risk Assessment:** is a comprehensive investigation of a dwelling to identify lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. Risk assessment details are summarized in a written report with recommendations for actions. A certified risk assessor must conduct the assessment.

# Summary of Lead-Based Paint Requirements by Activity

| | Rehabilitation | | |
|---|---|---|---|
| | **≤$5,000** | **$5,000 - $25,000** | **>$25,000** |
| **Approach to Lead Hazard Evaluation and Reduction** | 1. Do no harm | 3. Identify and control lead hazards | 4. Identify and abate lead hazards |
| **Notification** | Yes | Yes | Yes |
| **Lead Hazard Evaluation** | Paint Testing (of surfaces to be disturbed), Visual Assessment allowed | Paint Testing and Risk Assessment | Paint Testing and Risk Assessment |
| **Lead Hazard Reduction** | Repair surfaces disturbed during rehabilitation | Interim Controls | Abatement (Interim Controls on exterior surfaces not disturbed by rehabilitation) |
| | -Safe work practices<br>-Clearance Required for entire house | -Safe work practices<br>-Clearance Required for entire house | -Safe work practices<br>-Clearance Required for entire house |
| **Ongoing Maintenance** | Notice is suggested. | Notice is suggested. | Notice is suggested. |
| **Options** | Presume lead-based paint<br>Use safe work practices on all surfaces | Presume lead-based paint and/or hazards<br>Use standard treatments | Presume lead-based paint and/or hazards<br>Abate all applicable surfaces |

## F. Lead Hazard Reduction Methods:

1. **Paint Stabilization:** reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal, and repainting or abatement.

2. **Interim Controls:** *(24 CFR 35.1330)* Temporary measures to reduce human exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance, and education programs. Interim control methods require safe practices and include:

   - **Paint stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.

   - **Treatment for friction or impact surfaces** – If lead-based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this work include re-hanging binding doors, installing door stops, or reworking windows.

   - **Treatment for chewable surfaces** – If a child under six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.

   - **Lead-contaminated dust control** – All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, window sills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.

   - **Lead-contaminated soil control** – If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs.

Interim Controls (including Standard Treatments) *(24 CFR 35.1330*): the workers should be trained in accordance with the OSHA Hazard communication requirements (29 CFR 1926-59) or either be supervised by an individual certified as a lead-based paint abatement supervisor, or must have successfully completed on the of following courses:

- LBP abatement worker or supervisor *(40 CFR 745.225)*
- Operations and Maintenance (NETA)
- Remodeler's and Renovator's Lead-Based Paint Training Program" developed by HUD and the National Association of the Remodeling Industry; or,
- An equivalent course approved by EPA or HUD

3. **Abatement:** permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components with lead-based paint, and removing or permanently covering lead-contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Abatement must be conducted by certified abatement workers who successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a State program authorized by EPA, or conducted by EPA.

## G. Safe Work Practices 24 CFR 35.1350

- Prohibited methods- Methods of paint removal listed in Sec. 35.140 shall not be used.
- Occupant protection and worksite preparation- Occupants and their belongings shall be protected, and the worksite prepared, in accordance with Sec. 35.1345.
- Specialized cleaning – After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.

### Prohibited Methods of Paint Removal *(24 CFR 35.140)*

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without HEPA local exhaust control.
4. Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the *Occupational Safety and Health Administration* regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

### Occupant Protection *(24 CFR 35.1345)*

Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved.

Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

- Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
- Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
- Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g.,

exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or

- Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, bathroom and kitchen facilities. (HUD Interpretive Guidance J24 – "The term "interior work" refers to work in a single room. See also R18 and R19.)

The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed. If contaminated, furniture and clothing should be cleaned before returning to the home.

### Worksite Preparation *24 CFR 35.1345*

1. The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

2. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

## H. Relocation Guidelines

Relocation may be required for households when the site cannot be contained. The Sub-Grantee must determine if the lead-hazard reduction work will require relocation for the safety of the household. If so, the homeowner must relocate and is responsible for finding a safe place in which to stay. They are also responsible for any costs incurred. This is considered their contribution to the project.

*When is relocation required?*

- If the work site cannot be contained and will create safety, health, or environmental hazards, relocation will be required until all interior work is completed and passes the dust wipe clearance criteria.

- If the resident cannot enter important parts of their home such as the bathrooms or kitchen for several days, they may need to relocate temporarily.

*When is relocation not required?*

- The work will not disturb lead-based paint, create lead dust hazards and soil lead hazards

- The work on the interior of the home will be completed within one period in eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.

- Only the building's exterior is treated; the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward; and a lead-free entry is available.

- Treatment will be completed within five calendar days; the work area is sealed; at the end of each day, the area within 10 feet of the containment area is cleared of debris and cleaned; and, at the end of the day, the occupants have safe access to sleeping areas, a bathroom and kitchen facilities; and treatment does not create other safety, health, or environmental hazards.

- Relocation of elderly occupants (62 and over) is not typically required. Complete disclosure of the nature of work must be provided and informed consent of the occupant is obtained before commencement of work. Children must not be present in the home.

*What constitutes an appropriate relocation unit?*
The Lead Safe Housing Rule requires that the relocation unit be lead-safe. There are two ways to demonstrate the lead-safety of a unit:

- Use post-1978 units
- Perform a clearance examination in the unit to ensure that there is no deteriorated paint or dust hazards
- Commercial units such as hotels are exempt

Work in owner-occupied housing does not trigger the URA (Uniform Relocation Act). However, agencies may choose to adopt optional policies that define "hardship" situations for homeowners and pay certain costs related to the temporary relocation. These costs should be necessary and reasonable. Any such policy must be written and must be applied consistently.

Minimize the relocation time:
- Schedule the work to minimize the time the residents must be out of the home. When scheduling work:
    - The worksite must be properly contained and the resident may never enter during the course of the work.
    - Work areas must pass interim clearance before a resident can reoccupy the home
    - A final clearance is required at the end of the job, even after interim clearances have been done.
- Look for ways to streamline standard rehab procedures to ensure that jobs move more quickly.
- Maintain strict deadlines for contractors to finish the work and pass clearance.

## I. Lead Hazard Criteria

- Deteriorated paint
- Lead in dust (clearance and/or risk assessment)
    - Floors — 40 micrograms/$ft^2$
    - Interior window sills — 250 micrograms /$ft^2$
    - Troughs — 400 micrograms /$ft^2$ (clearance only)

- Lead in soil (risk assessment)
    - Play areas of bare soil — 400 parts per million (ppm)
    - Other soils in remainder of yard — 1200 parts per million (ppm)

## J. Resources on Lead Based Paint Regulations

- HUD's Lead-Safety Regulation – 24 CFR Part 35
  "Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999)"

- HUD Interpretive Guidance, April 16, 2001

- HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards

- HUD Office of Healthy Homes & Lead Hazard Control:
  Website: http://www.hud.gov/offices/lead
  Regulation Hotline: (202) 755-1822 ext 104
  E-mail: lead_regulations@HUD.gov

- The National Center for Lead-Safe Housing: www.leadsafehousing.org
  Implementing HUD's Lead-Safety Regulation
  Internet Guide to the Rule, Model Documents and Specifications

- The Lead Listing (for HUD): www.leadlisting.org, 1 (888) LEADLIST
  Lists companies providing lead services and training opportunities

- The Environmental Network: http://www.environmentalnetwork.com/
  Lists companies providing lead services

- EPA: www.epa.gov/opptintr/lead, National Lead Information Center:
  1 (800) 424-5323

- HUD Website on Lead Safe Work Practices:
  http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/leadsafe/keyrequirements/safepractices
  (Amended on 11/19/12)

**AGREEMENT**

**Whereas**, _____ ("Homeowner") is receiving HOME Investment Partnerships (HOME) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate home located at <*insert address*> in compliance with City of Joplin building codes and HOME Program Housing Quality Standards. The estimated after-rehabilitation value of the home is $_____.[1]

**Now, therefore,** the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

**Principal Residency and Income Eligibility**
Homeowner agrees that if during the <*insert occupancy period*> the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Subrecipient may require immediate payment in full of the entire loan amount provided by the Subrecipient.

Homeowner agrees that if during the <*insert occupancy period*> he/she/they sell part or all of the property without Subrecipient's prior written consent then the Subrecipient may require payment in full the amount of the loan outstanding at time of sale.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG funds.

**Completion of Work**

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

**Enforcement**
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

**Whereas**, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered pad in full on the_____of _____ and the Note will be released.

1 The after-rehabilitation value must not exceed 95 percent of the median area purchase price, as required under 24 CFR 92.254(a)(2)(iii)

**IN WITNESS WHEREOF**, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this ___**day of _____.**

Signed, sealed and delivered in the presence of:

| | |
|---|---|
| _____ | _____ |
| **Economic Security Corporation** | **Homeowner** |
| _____ | _____ |
| **Notary Public** | **City of Joplin** |

**Commission Expiration Date**:

## Attachment

A. Scope of Work
**B. Recapture Provisions (Deed Restriction)**

**DECLARATION OF DEED RESTRICTION AND COVENANT**

**THIS DECLARATION OF DEED RESTRICTION AND COVENANT** is made this _____day of Month, 20XX, by _____ ("Homeowner"), the fee simple owner of certain property further described herein.

**RECITALS:**

**WHEREAS**, Homeowner is the beneficiary of expenditure of federal funds amounting to _____ $ _____ pursuant to the Home Investment Partnership Program ("HOME Program") from the Joplin HOME Consortium, which were used for the acquisition of the residential building on the following described real property in the County of Jasper, State of Missouri (the "Property"):

LEGAL DESCRIPTION.

Also known as: POSTAL ADDRESS

**WHEREAS**, the Homeowner, as the beneficiary of the expenditure of HOME Program funds, has agreed to record a deed restriction and covenant that runs with the Property to ensure that certain affordability and occupancy requirements are met.

**NOW, THEREFORE**, the following is established as a deed restriction and covenant running with the Property:

1. **Affordability Requirements**. The use of the Property shall comply with the affordability requirements established by the U.S. Department of Housing and Urban Development ("HUD"), which are currently set forth in 24 CFR Section 92.254, including, as follows:

A. Acquisition. Housing that is for acquisition by a family must be single family housing. The housing must have a purchase price that does not exceed 95 percent of the median purchase price for the area [CFR 24 92.254(a)(2)(i)].

B. Period of Affordability. The HOME-assisted housing must meet the affordability requirements for no less than the applicable period. Homeownership assistance HOME amount per-unit is under $15,000.00 and is therefore subject to the minimum period of affordability of 5 years [CFR 24 92.254(a)(4)] according to the following table:

| Homeownership Assistance Amount | Affordability Period |
|---|---|
| <$15,000 | 5 years |
| $15,000 - $40,000 | 10 years |
| >$40,000 | 15 years |

C. Occupancy Limitations. The Property must be the principal residence of Homeowner and Homeowner's family throughout the period of affordability, unless the property is resold pursuant to Section C. below [CFR 24 92.254(a)(3)].

D. Recapture Provisions. Recapture provisions ensure that the City of Joplin, acting as the Joplin HOME Consortium Participating Jurisdiction (PJ), recoups a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability [CFR 24 92.254(a)(5)]. The recapture rate for the Property is as follows:

The HOME investment amount is to be recaptured on a twenty percent (20%) prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period of 5 years. THEREFORE, the amount to be recaptured is reduced by twenty percent (20%) of the entire HOME investment amount, or TWO THOUSAND, SEVEN HUNDRED FIFTY AND 82/100 ($2,750.82), every year the homeowner occupies the housing unit until the 5 year affordability period has been completed.

The PJ has structured its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds

subject to recapture [CFR 24 92.254(a)(5)(ii)]. When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)].

2. **Term**. The affordability requirements stated in this Deed Restriction and Covenant shall encumber the Property for 5 years, from this __ day of Month, 20XX through and including the ___ day of Month, 20XX ("the period of affordability") and shall not be amended or modified without the express written consent of the City of Joplin (The Participating Jurisdiction for the Joplin Consortium)

3. **Enforcement**. The provisions of this Deed Restriction and Covenant may be enforced by City of Joplin and/or HUD, or appropriate representatives thereof.

| Homeowner: | City of Joplin (PJ): |
| --- | --- |
| _____ | _____ |
| Printed Name | Troy Bolander<br>Planning and Community Development |

STATE OF MISSOURI )
) ss.
JASPER COUNTY )

On this ____day of Month, 20XX before me personally appeared _____, a single person to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri, the day and year above written.

My commission expires: _____.

_____
Notary Public

STATE OF MISSOURI )
)ss.
COUNTY OF JASPER )

On this ___ day of Month, 20XX, before me, appeared Troy Bolander, to me personally known, who being by me duly sworn did say that he is the Program Manager of the HOME Program for the City of Joplin, Missouri, a Municipal Corporation, and that said instrument was signed on behalf of said City of Joplin, and said Troy Bolander acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

My commission expires: _____.

_____
Notary Public

**JOPLIN CONSORTIUM**
**REGULATORY AGREEMENT**
**(HOME PROGRAM)**

_____, **2019** *(year)*

**GRANTEE:**

**Economic Security Corporation of SW Area**
Name of Agency

**1924 West 4th Street, Joplin, MO 64801**
(Mailing Address)

**GRANTOR (Homeowner):**

_____
Name

_____
(Mailing Address)

**LEGAL DESCRIPTION:**

See Exhibit "A"

**JOPLIN CONSORTIUM**
**REGULATORY AGREEMENT**
***JOPLIN HOME PROGRAM***
**(Three Year)**

**THIS REGULATORY AGREEMENT** (the "Agreement") made and entered into as of the ____ day of _____, **2019**, by and between (the homeowner) (hereinafter called the "Owner"), whose address is _____, and (Economic Security Corporation), a Missouri Non Profit Corporation (hereinafter called the "Agency"), whose address is **1924 West 4th Street, Joplin, MO 64801**.

**WITNESSETH:**

**WHEREAS,** the agency, at the request of the Owner, is providing financing in the amount of $_____ for certain home repairs, rehabilitation and/or reconstruction, with funds made available from the Joplin Consortium (JC) under the HOME Investment Partnerships Program (the "HOME" Program), as described in Title II, the Cranston-Gonzalez National Affordable Housing Act (NAHA), Public law No. 101-625, 104 Stat. 4079 (1990), such financing being made pursuant to the rules and regulations promulgated thereunder including 24 CFR 92 (the HUD Regulations), all applicable rules and regulations (the JC Regulations) promulgated pursuant thereto by JC, and all other applicable State statutes (the State Act, JC Regulations, HOME, NAHA and HUD Regulations hereinafter collectively called the "Acts and Regulations"), the covenants, terms and conditions of which are by this reference incorporated herein as if set forth verbatim, as are the requirements of the Agency under that certain Owner-Based Assistance Master Agreement between the Agency and JC; and,

**WHEREAS,** the Agency is using the HOME funds received from JC to finance certain repairs, rehabilitation and/or reconstruction of owner-occupied, single family dwelling units throughout its geographical jurisdiction in order to assist in the preservation of safe, decent and sanitary housing for qualified low-income homeowners; and,

**WHEREAS,** the Owner is the occupant and owner in fee simple of residential land and improvements (Property) located in _____, (city) _____, (county) in the State of Missouri and more particularly described in **Exhibit "A",** attached hereto and incorporated by reference herein; and,

**WHEREAS,** JC requires as a condition precedent to the repair, rehabilitation and/or reconstruction of the Property, that the Agency and Owner agree to execute, deliver and record this Agreement in the official land records of the county in which the Property is situation, whereby the Owner agrees to certain restrictions pertaining to the sale of the Property; and,

**NOW, THEREFORE,** in reliance on, and in consideration of, the mutual premises and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Agency agree as follows:

1. Concurrent with the execution by the Owner of the Construction Contract, the Agency agrees to have this Agreement and all amendments hereto, recorded in the official land records of the county in which the Property is located, and shall pay all fees and charges incurred in connection therewith. In like manner, Agency will be responsible to file a release at the end of the term of this Agreement and pay all costs associated therewith.

2. The Owner intends, declares and covenants that, during the term of this Agreement, this Agreement and the covenants and restrictions set forth herein regulating and restricting the Owner's sale of the Property shall be binding on the Owner, as personal covenants of the Owner and shall run with the land.

3. The Owner represents and warrants that the execution and performance of this Agreement by the Owner will not violate, or as applicable, have not violated any provision of law, rule or regulation, or any order of any court or any agency or governmental body, and will not violate or, as applicable, have not violated any provision of an indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which Owner or Owner's property is bound.

4. The Owner represents and warrants that at the time of the execution and delivery of this Agreement, the Owner has good and marketable title to the Property, free and clear of any lien or encumbrance, except the encumbrance created by this Agreement, a first mortgage lien, standard building set-back lines and easements and other matters acceptable to the Agency as set forth on the loan title insurance policy of the Property.

5. The Owner is a low-income homeowner and occupant as defined by the Acts and Regulations.

6. The Owner shall at all times comply with all applicable Home Repair Program requirements and all applicable requirements set forth in the Act and Regulations as the same may be amended from time to time. In addition, Owner agrees to comply with Item 15 of the Homeowner's Affidavit and will not commit any acts or permit any of his/her agents, guests or any person acting on his/her behalf to commit any acts which interfere with the work being performed by the contractor contracted by the Agency of the Home Repair Program.

7. The Owner warrants that it has not and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

8. The Owner also warrants that through the term of this Agreement:

   a. The Owner shall use and maintain the Property as Owner's principal residence and in no event shall Owner use said Property as rental or investment property. Further, Owners shall not sell, transfer or convey the property or cause title to the property to be vested in another party in any other manner, except as set forth below.

   b. If, prior to the expiration of this agreement, the Owner sells the Property to anyone other than a qualified purchaser, the qualification of who will be determined solely by the Agency in accordance with the Acts and Regulations, the Owner agrees to repay the Agency all of the funds used to repair, rehabilitate and/or reconstruct the Property.

   **c.** If, prior to the expiration of the Agreement, should the Owner decide to refinance this property, the Owner agrees to repay the Agency all of the funds used to repair, rehabilitate and/or reconstruct the Property. **SUBORDINATIONS WILL NOT BE GRANTED.**

   d. The Owner will not change the use of the Property, or any part thereof, to a use other than for singe-family occupancy.

   e. The Owner, as requested by the Agency, shall submit to the Agency such documentation as is required by the Agency to verify continuing compliance with this Agreement.

   f. The Owner hereby agrees and consents that the Agency shall be entitled, for any breach of the provisions of this Agreement hereof, which is not cured within ninety (90) days after delivery of a written notice of any such breach (or such longer period as shall be needed to cure such breach, provide that Owner expeditiously commences to cure same within such time period and diligently pursues same to completion), in addition to all remedies provided by law or in equity, to enforce by specific performance all of the obligations of Owner under this Agreement in a state court of competent jurisdiction.

   g. The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by Agency.

9. This Agreement and sales restrictions specified herein, shall commence on the date the Owner and Agency execute this Agreement (the "commencement Date"), and shall automatically terminate on the third (3rd) anniversary of the Commencement Date. In the event of extreme hardship, the terms of this Agreement may be waived, absent fraud or misrepresentation. The determination of extreme hardship shall be at the Agency's sole discretion.

10. This Agreement may not be amended without the prior written consent of the parties hereto.

11. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

12. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested or personally delivered to the parties hereto, at the addresses set forth at the beginning of this Agreement, or to such other place as either party may from time to time designate in writing delivered to the other party in accordance herewith.

13. All forms required by this Agreement shall be on forms required or approved by the Agency.

14. This Agreement shall be governed by the laws of the State of Missouri, and where applicable, the laws of the United State of America.

**IN WITNESS WHEREOF,** the parties have duly executed and delivered this Agreement as of the date first written above.

(SEAL)
ATTEST/WITNESS

_____

**OWNER:**

_____
Owner Name:

_____
Co-Owner Name:

STATE OF MISSOURI )
) ss.
COUNTY OF JASPER )

ON this ____day of _____, 2019, before me personally appeared _____ _____, known to me to be the person(s) who executed the forgoing Agreement and acknowledged to me that _____ executed the same for the purposes therein stated and the said _____ _____acknowledged (himself) (herself) (themselves) to be (unmarried) (married).

GIVEN under my hand and seal of office this ___day of _____, 2019.

_____
Notary Public

My Commission expires:

SEAL)
ATTEST/WITNESS

**AGENCY:**
Economic Security Corporation, a
Missouri Non Profit Corporation

_____
Name

_____
Curtis Scott
Director of Home Repair

STATE OF MISSOURI )
) ss.
COUNTY OF JASPER )

ON this ____day of _____, **2019**, before me appeared **Curtis Scott**, known to me personally and known to me, being duly sworn, did say that he is the **Director of Home Repair** of **Economic Security Corporation**, and that said instrument was signed by virtue of the authority vested in him and acknowledged that he executed the aforesaid instrument for and on behalf of the **Agency**, for the purpose therein expressed.

GIVEN under my hand and seal of office this ___day of _____, **2019**.

_____
Notary Public

My Commission expires:

**EXHIBIT "A"**

**LEGAL DESCRIPTION**