INFORMAL AGENDA

April 15, 2013

5:15 p.m.

1. Presentation on the Purchase of the FEMA temporary Apparatus for permanent replacement of some older vehicles. – Chief Randles

2. Tom Franz to speak to Council about a finance committee idea he has.

3. Any other business

COUNCIL AGENDA

April 15, 2013

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. **Call to Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**
   1. Proclamation presented to Shelby Howard as Outstanding Law Enforcement Officer.

   2. Presentation on Emergency Outdoor Warning Sirens and Severe Weather Preparedness, given by Fire Chief Mitch Randles and Emergency Management Director, Keith Stammer.

   3. The future of the City of Joplin, as it relates to pending projects and population counts.

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**
   1.Tom Walters, 2426 S. Connor, requests to address Council concerning the Joplin city skate park on behalf of the Joplin Skate Park committee and the youthful skate boarders/BMX riders of Joplin.

7. **Public Hearings**

8. **Consent Agenda**
   1. Minutes of the April 1, 2013 meeting

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

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

2. COUNCIL BILL NO. 2013-260 - AN ORDINANCE providing for the vacation of a 20-foot by 420-foot public alley and utility easement at the Eastmorland Elementary School site located at 1131 Highview Avenue in the City of Joplin, Jasper County, Missouri.

3. COUNCIL BILL NO. 2013-261 - AN ORDINANCE providing for the vacation of a 20-foot by 130-foot public alley located at the Taco Bell site at 2601 South Main Street in the City of Joplin, Jasper County, Missouri.

9. Resolutions

1. RESOLUTION NO.2013-013 -A RESOLUTION approving health department participation in an interagency mutual aid agreement with members of the Joplin/Jasper County Emergency Healthcare Coalition.

2. RESOLUTION NO. 2013-014 - A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2013; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

3. RESOLUTION NO. 2013-015 - A RESOLUTION authorizing the establishment of the Principle Reduction Program for the purpose generally of assisting qualifying persons in acquiring single family residences within the zone of the 2011 tornado.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013 – 178 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Tree Service for the demolition of the structure(s) and clearing of lot area located at 929 Picher Ave in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred and 00/100 Dollars ($ 1,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

2. COUNCIL BILL NO. 2013- 179 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with CJW Transportation Consultants, LLC to provide professional transportation planning services for the South Joplin Area Transportation Study, not to exceed Forty One Thousand Seven Hundred Ninety Four No/100 Dollars ($41,794.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

3. COUNCIL BILL NO. 2013-401 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed One Million Five Hundred Fourteen Thousand Eight Hundred and Fifty Six Dollars ($1,514,856.00) to provide administrative services related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

4. COUNCIL BILL NO. 2013-451 -AN ORDINANCE approving a Participation Agreement Amendment defining funding scenarios through May 31, 2015, and a Memorandum of

Understanding (MOU) outlining participation in the Children's Health Insurance Program, Health Services Initiative (CHIP, H.S.I.), by and between the Missouri Department of Health and Senior Services (DHSS), and the City of Joplin, Missouri; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

5. COUNCIL BILL NO. 2013-610 - AN ORDINANCE approving the contract with RE Smith Construction for the Joplin Fire Station #2 Project in the amount of One Million, Seven Hundred Six Thousand two hundred and fifty Dollars and no/100 dollars ($1,706,250.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

6. COUNCIL BILL NO. 2013-611 - AN ORDINANCE approving the contract with RE Smith Construction for the Joplin Fire Station #4 Project in the amount of One Million Six Hundred Thirty Eight Thousand and no/100 Dollars ($1,638,000.00) in the City of Joplin Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2013-450 - AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending the definition of "at large" animal found in Section 18-1.

2. COUNCIL BILL NO. 2013-614 - AN ORDINANCE amending Chapter 86. Parks and Recreation., by adding a new Article VII. Dog Parks., consisting of two new sections related thereto.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

Notice posted at 4:30p.m. on this the 11 day of April, 2013. (RSMo 610.020)

INFORMAL NOTES

April 1, 2013

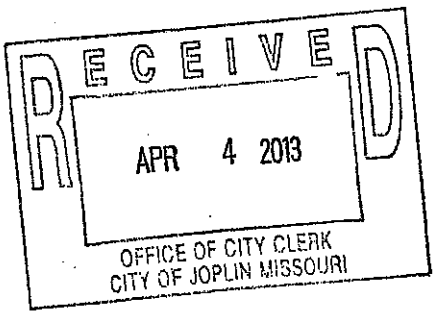
Discussion of a safety training facility at the old airport terminal	Chief Roberts and Chief Randles presented to Council modifications and a proposed floor plan of the old terminal for the Council's consideration. They were confident modifications to the old terminal could be completed by July 1st. Chief asked for authorization for: - Complete the construction, including a limited number external repairs and improvements, which cannot begin until we have authorization - Amend the budget - Amend the business plan to reflect the temporary location - Identify and plan for costs associated with other City departments, such as I.S. and allow time for their work to be completed - Work with the City Attorney's Office to revise the lease contract - Bid and order the outdoor training aids so that we can begin installation by July Dr. Rosenberg, Golden to move forward.
Appointments/Reappointments to Boards/Commissions	The following appointments/ reappointments were made to boards and commissions. <u>Reappointments</u>: Airport Board – Ryan Jackson Cap Imp & Pub Safety Sales Tax Oversight – Charles Genisio <u>Appointments</u>: Building Board of Appeals – Bruce Rhodes City Tree Board – Gina Miller Joplin sports Authority – Phil Metz

REQUEST TO ADDRESS COUNCIL

TO: Mayor and Members of the Council Date: 4-3-13

I would like to speak to the City Council on the following subject:

Joplin City Skatepark on behalf of the Joplin Skatepark committee & the youthful skateboarders / bmx riders of Joplin.



Thank you.
Name: Tom Waltens
Address: 2426 S. Connor
Daytime Phone: 417-499-2761
Phone No.:

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES April 1, 2013

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

ROLL CALL – all were present

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Mayor Colbert-Kean

PRESENTATIONS - Mayor Colbert-Kean presented a Proclamation designating April as Fair Housing Month to Matt Moran, Housing Authority Director, and the Community Housing Resource board members.

Mayor Colbert-Kean presented a Proclamation recognizing National Public Safety Telecommunicator's Week to Sunny Goodwin, Emergency Communications Manager.

Motion by Mr. Shaw, Second by Mr. Seibert to move Resolution No. 2013-002 up on the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Mr. Shaw, Second by Mr. Glaze to Approve Resolution No. 2013-002. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0. Mayor Colbert-Kean and City Manager Mark Rohr presented Reba Snavely with a Retirement Resolution. Mrs. Snavely complimented the City and stated she has enjoyed her time while working here.

Mr. Shaw introduced Resolution No. 2013-002. Motion by Mr. Shaw, Second by Mr. Glaze to Approve Resolution No. 2013-002. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2013-010
A RESOLTUION recognizing Reba Snavely upon her retirement from active service as Human Resources Director within the City of Joplin Human Resources Department.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS Dustin Eldridge, 10131 Cimarron Rd, Carthage, Mo, requesting his company owns the Joplin Regional Stockyards Inc. property at the Newman Rd and Rangeline intersection behind Meeks Lumber and is needing to clear this parcel to prepare for the development. In the Municode (sec. 58-1, #2 g) on Bonfires and outdoor and rubbish fires it states that a permit shall not issue unless proper clearance is present. We have had Tri-State engineering look over this land and show we can get a 726ft

diameter but fall short of the 300 yd minimum. I am asking for an exemption of this requirement. Motion by Mr. Scearce, Second by Ms. Raney to Deny this request. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Hogelin

The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

ACTION

PUBLIC HEARING for Special Use Permit located at 1901 South Pearl.

Mayor Colbert-Kean opened the Public Hearing

Jim Michael, 1901 S. Pearl appeared in favor of this request.

No one was against this request.

This public hearing was closed.

Mr. Scearce introduced Resolution No. 2013-009. Motion by Mr. Scearce, Second by Mr. Glaze to Approve Resolution No. 2013-009. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2013-009

A RESOLUTION granting a Special Use Permit (First Renewal) to South Joplin Christian Church for the operation of a residential group facility for volunteers located at 1901 South Pearl Avenue, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for Special Use Permit located at
Mayor Colbert-Kean opened the Public Hearing

Charles Kuehn, 610 McConnell was in favor of this request.

No one was against this request.

This public hearing was closed.

Mr. Golden introduced Resolution No. 2012-010. Motion by Mr. Golden, Second by Mr. Glaze to Approve Resolution No. 2013-010. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert and Shaw8. Nays: 0. Abstention: 1, Woolston.

The Resolution was read as being RESOLUTION NO. 2013-010

A RESOLUTION granting a Special Use Permit (First Request) to Four State Homes for the development of a parking lot located at 3027 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-260

Mayor Colbert-Kean opened the Public Hearing

Kyle Denham, 303 E. Main, appeared in favor of this request.

No one was against this request.

This public hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2012-260. Motion by Dr. Rosenberg, Second by Ms. Raney to Place Council Bill No. 2013-260 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2013-260

AN ORDINANCE providing for the vacation of a 20-foot by 420-foot public alley and utility easement at the Eastmorland Elementary School site located at 1131 Highview Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-261

Mayor Colbert-Kean opened the Public Hearing

Donna Read, 1902 Osage, appeared in favor of this request.

No one was against this request.

This public hearing was closed.

Mr. Glaze introduced Council Bill No. 2012-261. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2013-261 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2013-261

AN ORDINANCE providing for the vacation of a 20-foot by 130-foot public alley located at the Taco Bell site at 2601 South Main Street in the City of Joplin, Jasper County, Missouri.

CONSENT AGENDA APPROVED - Motion by Mr. Shaw, Second by Mr. Golden, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Minutes of the March 18, 2013 meeting

RESOLUTIONS

Mr. Glaze introduced Resolution No. 2013-008. Motion by Mr. Glaze, Second by Mr. Shaw to Approve Resolution No. 2013-008. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2013-008

A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Department of Natural Resources (DNR) for tree assistance to help in the recovery resulting from a EF-5 tornado that occurred on May 22nd, 2011; authorize the city manager to execute a grant amendment and MOU with Wildcat Glades Conservation and Audubon Center; authorize the city manager to solicit bids and execute contracts to complete the planting work.

Mr. Scearce 's comments: We need to remember when we budget that we budget for funds to do these things that we are currently doing because we are just adding additional responsibility for parks and recreation department. And we need to remember when they come up and ask for additional funds.

Mr. Glaze introduced Resolution No. 2013-011. Motion by Mr. Glaze, Second by Ms. Raney to Approve Resolution No. 2013-011. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2013-011

A RESOLUTION authorizing the City of Joplin to enter into an Sub recipient Agreement by and between the City of Joplin, Missouri, and Joplin Industrial Development Corporation for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri.

Mr. Scearce introduced Resolution No. 2013-012. Motion by Mr. Scearce, Second by Mr. Glaze to Approve Resolution No. 2013-012. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2013-012

A RESOLUTION authorizing the City of Joplin to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri.

Mr. Rohr's comments: At this point in time it seems fitting to remind Council of a recommendation that I made in the past especially given the new nature arrangement with the state as it relates to capital improvements. We are that body as described previously would review incentives that are provided route and insure commitments that were made early on and upheld, not only in this instance but in prior instances where abatements and other instances were made by Council.

ORDINANCES-EMERGENCIES

Mr. Scearce introduced Council Bill No. 2013-159. Motion by Mr. Scearce Second by Mr. Shaw to Adopt Council Bill No. 2013-159. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-075

AN ORDINANCE approving the purchase of a permanent drainage and slope easement from property at 26th and Schifferdecker Avenue, consisting of land described as part of Misc. Tract 2, in the Southeast Quarter of Section 17, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Nine Hundred and 00/100 dollars ($900) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-160 - Motion by Mr. Seibert Second by Mr. Golden to Adopt Council Bill No. 2013-160. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-076

AN ORDINANCE approving the purchase of right of way from property at 1832 Maiden Lane, consisting of part of Misc. Lot Numbered Seventeen (17) in the Southeast Quarter of Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twelve Thousand and 00/100 dollars ($12,000.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-161 - Motion by Mr. Seibert Second by Mr. Golden to Adopt Council Bill No. 2013-161. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-077

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2508 Maiden Lane, consisting of part of Lots Numbered Eighty-four (84), Eighty-five (85) and Eighty-six (86) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Two Hundred One and 00/100 dollars ($2,201.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-162 - Motion by Mr. Seibert Second by Mr. Golden to Adopt Council Bill No. 2013-162. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-078

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2228 Maiden Lane, consisting of part of Lots Numbered Sixty-Nine (69) and Seventy (70)in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Two Hundred Ninety-four and 00/100 dollars ($1,294.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-163 - Motion by Mr. Seibert Second by Mr. Golden to Adopt Council Bill No. 2013-163. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-079

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2312 Maiden Lane, consisting of part of Lots Numbered Seventy-four (74) and Seventy-five (75) and Seventy-Six (76) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Six Hundred and 00/100 dollars ($1,600.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-164 - Motion by Mr. Seibert Second by Mr. Golden to Adopt Council Bill No. 2013-164. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-080

AN ORDINANCE approving the purchase of right of way from property at 1850 Maiden Lane, consisting of part of Misc. Lot 17 of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twelve Thousand and 00/100 dollars ($12,000.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-165 - Motion by Mr. Seibert Second by Mr. Golden to Adopt Council Bill No. 2013-165. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-081

COUNCIL BILL NO. 2013-165 - AN ORDINANCE approving the purchase of right of way from property at 1832 Harlem Avenue, consisting of part of Misc. Lot Forty-Six (46), Parcel Sixty (60) of the Southwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Seven Hundred Fifty-Five and 00/100 dollars ($2,755.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-166 - Motion by Mr. Shaw Second by Mr. Golden to Adopt Council Bill No. 2013-166. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-082

AN ORDINANCE approving the purchase of right of way from property at 1912 Harlem Avenue, consisting of part of Lots Numbered Thirteen (13) and Fourteen (14) in Clark's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand Four Hundred and 00/100 dollars ($3,400.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-167 - Motion by Mr. Shaw Second by Mr. Golden to Adopt Council Bill No. 2013-167. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-083

AN ORDINANCE approving the purchase of right of way from property at 2218 Harlem Avenue, consisting of part of Lots Numbered Three Hundred Fifty-Five (355) and Three Hundred Fifty-Six (356) in T.W.

Cunningham's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Thousand Five Hundred Fifty and 00/100 dollars ($5,550.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-168 - Motion by Mr. Shaw Second by Ms. Raney to Adopt Council Bill No. 2013-168. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-084

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2330 Maiden Lane, consisting of part of Lots Numbered Seventy-Seven (77) and Seventy-Eight (78) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand and 00/100 dollars ($3,000.00) and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-169 - Motion by Mr. Golden Second by Ms. Raney to Adopt Council Bill No. 2013-169. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays:

The Council Bill was declared Adopted and entitled Ordinance No. 2013-085

AN ORDINANCE approving the Purchase Order with S & H Farm Supply Inc., in the amount of Thirty Six Thousand Four Hundred and 00/100 Dollars ($36,400.00), in the City of Joplin, Missouri; providing how the cost shall be made and levied and containing an emergency clause. 0.

Mr. Shaw introduced Council Bill No. 2013-170 - Motion by Mr. Shaw Second by Ms. Raney to Adopt Council Bill No. 2013-170. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-086

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2426 Maiden Lane, consisting of part of Lots Numbered Eighty (80) and Eighty-One (81) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Five Hundred and 00/100 dollars ($1,500.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-171 - Motion by Mr. Shaw Second by Ms. Raney to Adopt Council Bill No. 2013-171. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-087

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2408 Maiden Lane, consisting of part of Lot Numbered Seventy-Nine (79) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Seven Hundred and 00/100 dollars ($2,700.00) and containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-172 - Motion by Ms. Raney Second by Mr. Shaw to Adopt Council Bill No. 2013-172. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-088

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Joseph Properties for property at 1618 W. 26th Street, consisting of property lying in the Northeast Quarter of the Southeast Quarter of Section 16, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Thousand One Hundred and 00/100 dollars ($5,100.00) and containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-173 - Motion by Ms. Raney Second by Mr. Shaw to Adopt Council Bill No. 2013-173. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-089

AN ORDINANCE approving the purchase of a temporary construction easement from Charles and Alma Kersey for property at 2844 W. 26th Street, consisting of property lying in the NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Four Hundred Fifty and 00/100 dollars ($450.00) and containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-174 - Motion by Ms. Raney Second by Mr. Shaw to Adopt Council Bill No. 2013-174. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

The Council Bill was declared Adopted and entitled Ordinance No. 2013-090

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Frank and Valerie Ikerd for property at 2530 Maiden Lane, consisting of a tract of land as lying in Lot 89 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Eight Thousand Nine Hundred Forty and 00/100 dollars ($8,940.00) and containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-175 - Motion by Ms. Raney Second by Mr. Shaw to Adopt Council Bill No. 2013-175. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-091

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Frank and Valerie Ikerd for property at 1617 W. 26th, consisting of a tract of land as lying in Lots 89, 113 and 114 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Ten Thousand and 00/100 dollars ($10,00.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-176 - Motion by Mr. Shaw Second by Mr. Golden to Adopt Council Bill No. 2013-176. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-092

AN ORDINANCE approving the contract with Cobble Construction in the amount of Thirty Five Thousand Four Hundred Fifty Five and 54/100 Dollars ($35,455.54) for the Crossroads Public Sewer Extension # 9, in the City of Joplin, Missouri, providing how the cost shall be paid; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-177 - Motion by Mr. Golden Second by Mr. Seibert to Adopt Council Bill No. 2013-177. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-093

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Tri-State Engineering to provide engineering and professional design services for the TIGER Grant 20th Street Transit Upgrades Project, not to exceed One Hundred Ninety Five Thousand Eight Hundred Fifty Seven and No/100 Dollars ($195,857.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-612 - Motion by Mr. Scearce Second by Dr. Rosenberg to Adopt Council Bill No. 2013-612. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-094

AN ORDINANCE approval of Agreement by and between the City of Joplin and Alpha Air Center, LLC for lease space within the General Aviation Terminal at the Joplin Regional Airport, and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-613 - Motion by Dr. Rosenberg Second by Mr. Scearce to Adopt Council Bill No. 2013-613. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-095

COUNCIL BILL NO. 2013-613 - AN ORDINANCE approval of Agreement by and between the City of Joplin and the Joplin Chapter of the Civil Air Patrol for lease space within the General Aviation Terminal at the Joplin Regional Airport, and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

The following appointment/reappointments to Boards and Commissions:
Reappointments:
Airport Board – Ryan Jackson
Cap Imp & Pub Safety Sales Tax Oversight – Charles Genisio
Appointments:
Building Board of Appeals – Bruce Rhodes
City Tree Board – Gina Miller
Joplin sports Authority – Phil Metz

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2012. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Glaze Second by Mr. Seibert to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce.

There being no further business the meeting adjourned at 6:53p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, City Clerk, MMC/MPCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: COUNCIL BILL NO. 2013-260
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 3/22/2013
City Attorney: Brian Head BH Date: 3/26/13
City Manager: R. Mark Rohr RMR Date: 3-26-13
Board or Commission: Planning and Zoning Commission MDW Date: 3/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 012-13: 1131 Highview Avenue – A request for the vacation of a 20' x 420' public alley and utility easement at the Eastmorland Elementary site – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
The applicant is requesting to vacate the existing alley and utility easement. There is no through alley at this location, but is shown in the original plat from 1907. There is no record of this section of the alley being vacated. The eastern 160 feet between the east property line and Range Line Road was vacated in 1987.

Staff recommends approval of Case 012-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham appeared representing Joplin Schools. An easement and an alleyway were never developed just north of the Eastmorland School. This easement and alley run east-west from Highview to the east property line of the school. He needs to construct an addition over this easement, with this area being the best location for this particular addition because of the way the site is situated and the way the playgrounds are being utilized.

Mr. Denham has letters of concurrence from all the utilities except for AT&T. He has spoken with AT&T, but they didn't foresee a problem at this point. None of the other utilities have ever used the easement. The easement was already vacated east of Joplin Schools' property across the strip center on Range Line Road.

PUBLIC COMMENT: None.

Z&P Meeting: March 11, 2013
City Council Meeting: April 1, 2013

STAFF PLANNING REPORT
Vacation

CASE 012-13:

A request for the vacation of a public alley and utility easement.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

LOCATION: 1131 Highview Avenue (Eastmorland Elementary School)

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley, Utility	20' x 420'

REASON FOR VACATION:

Eastmorland Elementary will be adding a new gymnasium that will double as a safe room. The building footprint will expand into the alley and utility easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The applicant is requesting to vacate the existing alley and utility easement. There is no through alley at this location, but is shown in the original plat from 1907. There is no record of this section of the alley being vacated. The eastern 160' between the east property line and Range Line Road was vacated in 1987.

Staff recommends approval of Case 012-13.

ENCLOSURES: None

RECEIVED
1-30-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 012-13
Filing Fee: $ 350.00
Date Advertised: 2-24-13
Date Notices Sent 2-25-13
Public Hearing Date: 3-11-13

I. Applicant Name: KYLE DENHAM FOR JOPLIN SCHOOLS Phone: 624.4004

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 303 S. MAIN JOPLIN MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☐

Utility vacation ☒

Other (Please specify)

III. Legal Description of area requested to be vacated: EASTMORLAND ELEMENTARY SCHOOL 1131 HIGHVIEW. SEE ATTACHED SITE PLAN

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

1. Private rights will not be injured or endangered by the vacation. THE SCHOOL OWNS THE PROPERTY ON ALL SIDES OF THIS EASEMENT

2. The vacation will not cause the public to suffer a loss or inconvenience. THIS UTILITY EASEMENT HAS NOT BEEN USED IN THE PAST AND THERE ARE NOT PLANS TO USE IT IN THE FUTURE

3. In justice to the applicant(s) the vacation should be granted. _____

V. Required Attachments:

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

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928

Kyle Denham



0 100 200 400 600 800 Feet

Case 012-13: A request to vacate a 20' by 420' public alley and utility easement at 1131 Highview Avenue. - Kyle Denham on behalf of Joplin Schools

N

Case 012-13: 1131 Highview Avenue – A request for the vacation of a 20' x 420' public alley and utility easement at the Eastmorland Elementary site – Kyle Denham, on behalf of Joplin Schools.

Mr. Harrington opened the public hearing for Case 012-13.

Mr. Kyle Denham, 303 South Main Street, Joplin, appeared representing Joplin Schools. An easement and an alleyway were never developed just north of the Eastmorland School. This easement and alley run east-west from Highview to the east property line of the school. He needs to construct an addition over this easement, with this area being the best location for this particular addition because of the way the site is situated and the way the playgrounds are being utilized.

Mr. Denham has letters of concurrence from all the utilities except for AT&T. He has spoken with AT&T, but they didn't foresee a problem at this point. None of the other utilities have ever used the easement. The easement was already vacated east of Joplin Schools' property across the strip center on Range Line Road.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 012-13.

MR. BROWN MOVED, SECONDED BY MR. LANDRITH, THAT CASE 012-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 012-13
Kyle Denham, on behalf of Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-260 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot by 420-foot public alley and utility easement at the Eastmorland Elementary School site located at 1131 Highview Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot by 420-foot public alley and utility easement at the Eastmorland Elementary School site located at 1131 Highview Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A tract of Land located in Campbell's First Addition to the City of Joplin, Jasper County, Missouri, being described more fully as follows: All that part of the easement running from the East Right-of-Way of Highview Avenue, a distance of 420 feet East to the East line of Lot 36, and the West line of Lot 35. North line of easement bounded by the South line of Lots 36 through 42, and bounded by Lot A along the South line of said easement. All being located in said Campbell's First Addition to the City of Joplin.

Section 2. That this vacation of the portion of the alley and utility easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley or easement hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: COUNCIL BILL NO. 2013-261
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DWH Date: 3/22/2013
City Attorney: Brian Head BH Date: 3/26/13
City Manager: R. Mark Rohr RMR Date: 3-26-13
Board or Commission: Planning and Zoning Commission MDW Date: 3/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 013-13: 2601 South Main Street – A request for the vacation of a 20' x 130' public alley at the Taco Bell site – J. Larry Fugate, as trustee.

STAFF SUMMARY:
The existing alley is currently being used as the drive-thru lane for Taco Bell. The alley has been blocked off with cones for traffic safety reasons.

Staff recommends approval of Case 013-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Donna Reed stated that she is the district manager for the Taco Bell. She is requesting an alley vacation at 2601 Main Street for the Taco Bell.

Mr. Smith asked Ms. Reed if she has received any comments from any of the surrounding neighbors, and she replied not at all.

Mr. Eastman asked if the remainder of that alley will eventually be vacated, and Mr. Bolander replied yes. He discussed the original plans to vacate the whole alley, with the City staff working with a restaurant that was planning to locate to the south of Taco Bell at the time. That deal fell through, so Taco Bell is now requesting the vacation of their portion of the alley.

PUBLIC COMMENT:
Mr. Charles Kuehn, Four State Homes, did not wish to speak in favor of or in opposition to the request. He owns the property to the south and asked about cross-access to the back of Taco Bell's parking lot. Mr. Bolander replied that access will be provided.

Z&P Meeting: March 11, 2013
City Council Meeting: April 1, 2013

STAFF PLANNING REPORT
Vacation

CASE 013-13:

A request for the vacation of a public alley.

APPLICANT: J. Larry Fugate, as trustee

LOCATION: 2601 S. Main Street (Taco Bell)

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley	20' x 130'

REASON FOR VACATION:

Taco Bell was constructed last fall and opened in October. A new commercial development to the south was intended to be constructed shortly thereafter, but has yet to be developed. Originally, the two properties were going to pursue alley vacation as a joint application. Staff recommended that the applicant move forward with alley vacation on their property, as it is unclear when the adjacent property owner will be ready for vacation.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The existing alley is currently being used as the drive-thru lane for Taco Bell. The alley has been blocked off with cones for traffic safety reasons.

Staff recommends approval of Case 013-13.

ENCLOSURES: Site Plan

RECEIVED
2-11-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 013-13
Filing Fee: $ 350.00
Date Advertised: 2-24 13
Date Notices Sent 2-25-13
Public Hearing Date: 3-11-13

I. Applicant Name: J. Larry Fugate, AS TRUSTEE Phone: 316-722-5670

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 208 S. Maize Road, Wichita, KS Zip: 67209

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☐

Other (Please specify)_____

III. Legal Description of area requested to be vacated: A portion of the alley (20' x 130') positioned directly behind the new Taco Bell building (see attached drawing).

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

1. Private rights will not be injured or endangered by the vacation. The vacation applies to an alley that measures 20' x 130', the property owner on both sides of the alley is the same person, J. Larry Fugate.

2. The vacation will not cause the public to suffer a loss or inconvenience. No, as there is a new curb cut just 25' east of the current curb cut that accesses the alley.

3. In justice to the applicant(s) the vacation should be granted. Those who have used the 20' x 130' alley in the past will have access to 26th Ave. or 27th Ave. by using the three new curb cuts that access from the Taco Bell property (north curb cut onto 26th, east curb cut on to Virginia, or the new curb cut along S. Main Street)

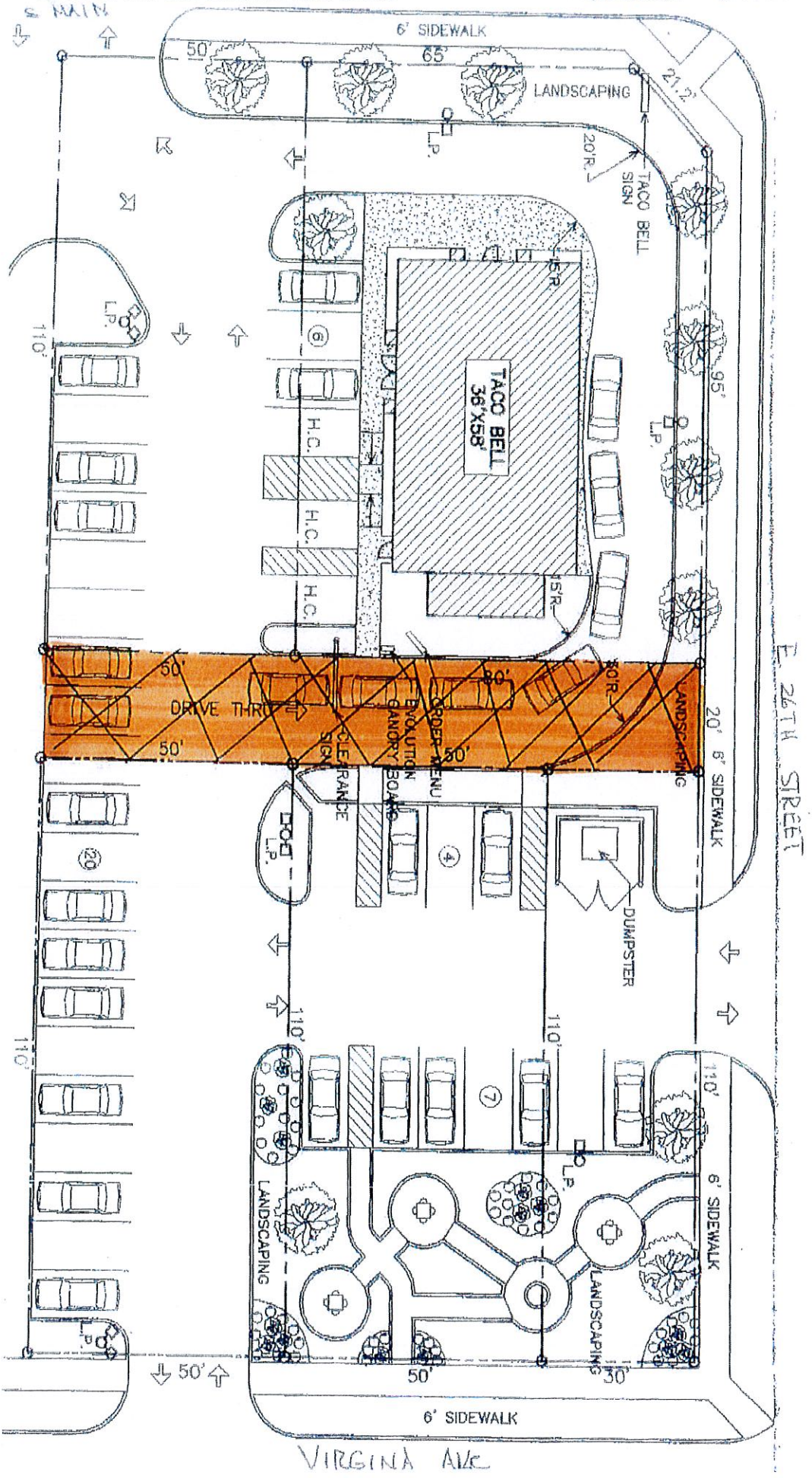
V. Required Attachments:

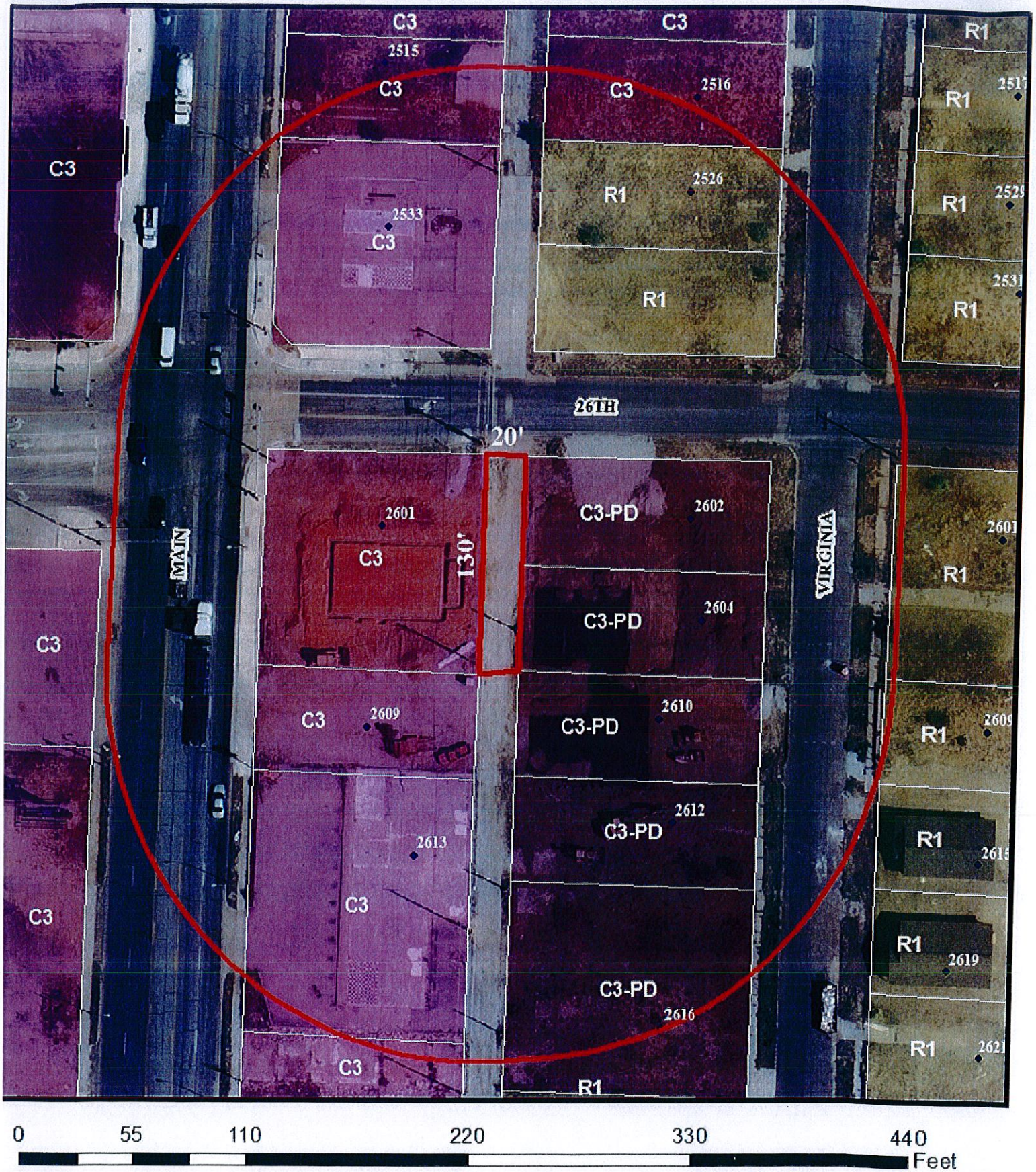
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	* (800) 464-7928


S MAIN
6' SIDEWALK
50'
65'
LANDSCAPING
21.2'
L.P.
20'R.
TACO BELL SIGN
15'R.
TACO BELL 36'X58'
H.C.
H.C.
H.C.
110'
95'
50'
DRIVE THRU
50'
80'
50'R.
LANDSCAPING
20' 6' SIDEWALK
CLEARANCE SIGN
ORDER MENU
EVOLUTION CANOPY BOARD
DUMPSTER
E 26TH STREET
50'
30'
6' SIDEWALK
VIRGINIA AVE



Case 013-13: A request to vacate a 20' by 130' public alley at 2601 South Main Street. - J. Larry Fugate, as trustee

N

Case 013-13: 2601 South Main Street – A request for the vacation of a 20' x 130' public alley at the Taco Bell site – J. Larry Fugate, as trustee.

Mr. Harrington opened the public hearing for Case 013-13.

Ms. Donna Reed, 1902 Osage Orange, Joplin, appeared and stated that she is the district manager for the Taco Bell. She is requesting an alley vacation at 2601 Main Street for the Taco Bell.

Mr. Smith asked Ms. Reed if she has received any comments from any of the surrounding neighbors, and she replied not at all.

Mr. Eastman asked if the remainder of that alley will eventually be vacated, and Mr. Bolander replied yes. He discussed the original plans to vacate the whole alley, with the City staff working with a restaurant that was planning to locate to the south of Taco Bell at the time. That deal fell through, so Taco Bell is now requesting the vacation of their portion of the alley.

Mr. Harrington asked for comments from the audience.

Mr. Charles Kuehn, Four State Homes, 620 McConnell Avenue, Joplin, did not wish to speak in favor of or in opposition to the request. He owns the property to the south and asked about cross-access to the back of Taco Bell's parking lot. Mr. Bolander replied that access will be provided.

Mr. Harrington asked for additional questions or comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 013-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 013-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 013-13
J. Larry Fugate
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-261 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot by 130-foot public alley located at the Taco Bell site at 2601 South Main Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot by 130-foot public alley located at the Taco Bell site at 2601 South Main Street in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A portion of a 20 foot wide public alley between Main Street and Virginia Avenue beginning at the south right-of-way line of 26th Street south approximately 130 feet.

Section 2. That this vacation of the portion of the alley hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: April 15, 2013

ITEM: Resolution No. 2013-013 approving the health department participation in an interagency mutual aid agreement with members of the Joplin/Jasper County Emergency Healthcare Coalition.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Resolution No. 2013-013

HEALTH DIRECTOR:	Dan Pekarek DP	**DATE:** 4/8/13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 4-9-13
CITY ATTORNEY:	Brian W. Head BWH	**DATE:** 4-9-13

RECOMMENDED ACTION:
Staff recommends approval of this Resolution.

SUMMARY:

The health department has for many years participated in the local Joplin/Jasper County Emergency Healthcare Coalition. The coalition meets regularly and functions to ensure a comprehensive and efficient response to emergencies impacting the community health. This is accomplished primarily through joint plan development, improved communication among members, and joint exercising of plans.

Coalition members include such entities as local health departments, hospitals, schools, EMS, primary care clinics, long term care facilities, and other agencies and organizations having a role in community health maintenance.

Efforts of the coalition have improved community response to several emergencies in recent years that impacted community health including the 2009 H1N1 Pandemic Flu outbreak and the 2011 Joplin Tornado.

While the coalition has largely performed effectively in these events, members feel the need to formalize their support of each other in times of emergency so as to be better prepared for future events. This Interagency Mutual Aid Agreement is an effort to improve that level of support for each other through a stated agreement.

Staff recommends approval of this resolution.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 15, 2013

Item: FY 2013 CDBG & HOME Action Plan
Originating Department: Planning & Community Development

Attachments: 1) 2013 CDBG & HOME Action Plan
2) Resolution No. 2013-014

Department Head: David Hertzberg DH	Date: 4/8/13
Planning & Community Development Manager: Troy Bolander: TB.	Date: 4-5-13
Finance Department: Leslie Jones LJ	Date: 4-9-13
City Attorney: Brian Head BH	Date: 4-9-13
City Manager: Mark Rohr MR	Date: 4-9-13

Recommended Action: Approval of Resolution No. 2013-014

DISCUSSION:

The following is an annual resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2013. The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document.

The process for developing this year's One Year Action Plan included:

Two public meetings (November 20, 2012 at "Neighborhood Life House", a community Non-profit agency and February 26th, 2013 at the Joplin City Hall);
Two 30 day public comment periods (November 21st – December 21st, 2012 and February 27th – March 29th, 2013);
An advertised application period for public service grants (November 21st – December 14th of 2012);
A public meeting was held on January 22nd, 2013 to allow public service grantees to present their project/proposals to the CDBG City Council sub-committee;

The final version of the Action Plan is attached. Included in the attachments is a resolution approving the submission of the application and Action Plan to HUD for program funding.

Initial estimates for FY 2013 allocations are approximately $484,587 in CDBG assistance and $419,264 in HOME assistance.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:

4. Applicant Identifier: M13-DC-290209

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Joplin

*b. Employer/Taxpayer Identification Number (EIN/TIN): 44-6000019

*c. Organizational DUNS: 010649846

d. Address:

*Street 1: 602 S. Main

Street 2:

*City: Joplin

County: Jasper and Newton

*State: MO

Province:

*Country: USA

*Zip / Postal Code 64801

e. Organizational Unit:

Department Name: Public Works

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Troy

Middle Name:

*Last Name: Bolander

Suffix:

Title: Planning/Community Development Manager

Organizational Affiliation:

*Telephone Number: 417-624-0820 Fax Number: 417-624-4620

*Email: tbolande@joplinmo.org

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Community Planning and Develpoment, Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Program

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Joplin, Carthage, Webb City, Carl Junction, Carterville, Sarcoxie, Oronogo, Airport Drive, Neck City, and Jasper County.

***15. Descriptive Title of Applicant's Project:**

Owner Occupied Housing Rehabilitation, CHDO Activities: New Construction, Homebuyer New Construction and Administrative Activities.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: Seventh *b. Program/Project: Seventh

17. Proposed Project:

*a. Start Date: 07/01/13 *b. End Date: 06/30/14

18. Estimated Funding ($):

*a. Federal	419,264
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	419,264

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Mark

Middle Name:

*Last Name: Rohr

Suffix:

*Title: City Manager

*Telephone Number: (417)624-0820 Fax Number: (417)625-4707

* Email: MRohr@joplinmo.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance SF-424 Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:
1.	**Type of Submission:** (Required): Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	**Type of Application:** (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	**Date Received:** Leave this field blank. This date will be assigned by the Federal agency.
4.	**Applicant Identifier:** Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a	**Federal Entity Identifier:** Enter the number assigned to your organization by the Federal Agency, if any.
5b.	**Federal Award Identifier:** For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	**Date Received by State:** Leave this field blank. This date will be assigned by the State, if applicable.
7.	**State Application Identifier:** Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	**Applicant Information:** Enter the following in accordance with agency instructions: **a. Legal Name:** (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. **b. Employer/Taxpayer Number (EIN/TIN):** (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. **c. Organizational DUNS:** (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. **d. Address:** Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). **e. Organizational Unit:** Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the

Item	Entry:
10.	**Name Of Federal Agency:** (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	**Catalog Of Federal Domestic Assistance Number/Title:** Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	**Funding Opportunity Number/Title:** (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	**Competition Identification Number/Title:** Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	**Areas Affected By Project:** List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	**Descriptive Title of Applicant's Project:** (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	**Congressional Districts Of:** (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	**Proposed Project Start and End Dates:** (Required) Enter the proposed start date and end date of the project.
18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	**Is Application Subject to Review by State Under Executive Order 12372 Process?** Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. **f. Name and contact information of person to be contacted on matters involving this application:** Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.			State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State
			20.	**Is the Applicant Delinquent on any Federal Debt?** (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.		21.	**Authorized Representative:** (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)		

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:

4. Applicant Identifier: B-13-MC-29-0008

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Joplin

*b. Employer/Taxpayer Identification Number (EIN/TIN): 44-6000019

*c. Organizational DUNS: 010649846

d. Address:

*Street 1: 602 S. Main

Street 2:

*City: Joplin

County: Jasper and Newton

*State: MO

Province:

*Country: USA

*Zip / Postal Code 64801

e. Organizational Unit:

Department Name: Public Works

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Troy

Middle Name:

*Last Name: Bolander

Suffix:

Title: Planning/ Community Development Manager

Organizational Affiliation:

*Telephone Number: 417-624-0820 Fax Number: 417-624-4620

*Email: tbolande@joplinmo.org

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Community Planning and Develpoment, Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/ Entitlement Grants

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Joplin, located in Jasper and Newton Counties

***15. Descriptive Title of Applicant's Project:**

Neighborhood Revitalization Activities, Public Service Activities and Administrative Activities

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: Seventh *b. Program/Project: Seventh

17. Proposed Project:

*a. Start Date: 07/01/13 *b. End Date: 06/30/14

18. Estimated Funding ($):

*a. Federal	484,587
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	484,587

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

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Prefix: Mr. *First Name: Mark

Middle Name:

*Last Name: Rohr

Suffix:

*Title: City Manager

*Telephone Number: (417)624-0820 Fax Number: (417)625-4707

* Email: MRohr@joplinmo.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance SF-424 Version 02

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	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)		

Annual Action Plan

The CPMP Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

Narrative Responses

ACTION PLAN

Annual Action Plan includes the SF 424 and is due every year no less than 45 days prior to the start of the grantee's program year start date. HUD does not accept plans between August 15 and November 15.

See Application for Federal Assistance Form SF-424 for the CDBG and HOME programs on the following pages.

Executive Summary 91.220(b)

1. **The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.**

During the fourth year of the five year Consolidated Plan, the City of Joplin plans to approach Community Development with focus on two of our usual overall priorities: neighborhood revitalization; and supporting non-profits that operate public facilities and public services by assisting them with much needed projects.

Neighborhood revitalization improvements will be a part of an effort to spur private investment and breathe new life into older urban neighborhoods qualifying as Low and Moderate Income (LMI). Infrastructure projects will be based on public input about where needed improvements will be located in census block group areas identified as LMI.

The city will continue to support non-profit group through its public service grant process. Multiple agencies will receive benefits from this service. The City Council has proposed that four non-profit agencies be awarded public service grants that would help them provide their services to LMI individuals.

The HOME Consortium will continue to help Joplin and the surrounding communities' better address housing needs in the area. Planned projects for FY2013 will include: an owner-occupied rehabilitation program, The CHDO's acquisition and rehabilitation program and/or homebuyer new construction, and the Joplin Area Habitat for Humanity's homebuyers new construction project. All programs will improve, increase, and/or maintain affordable housing in the region. These projects will be managed by outside agencies.

Citizen Participation 91.200 and 91.220(b)

2. **Provide a summary of the citizen participation and consultation process (including efforts to broaden public participation in the development of the plan.**

   a. Based on the jurisdiction's current citizen participation plan, provide a summary of the citizen participation process used in the development of the consolidated plan. Include a description of actions taken to encourage participation of all its residents, including the following:

      1. low- and moderate-income residents where housing and community development funds may be spent;
      2. minorities and non-English speaking persons, as well as persons with disabilities;
      3. local and regional institutions and other organizations (including businesses, developers, community and faith-based organizations);
      4. residents of public and assisted housing developments and recipients of tenant- based assistance;
      5. residents of targeted revitalization areas.

   b. Identify agencies, groups, and organizations that participated in the process. This should reflect consultation requirements regarding the following:

      1. General §91.100 (a)(1) - Consult with public and private agencies that provide health services, social and fair housing services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons) during the preparation of the plan.
      2. Homeless strategy §91.100 (a)(2) – Consult with public and private agencies that provide assisted housing, health services, and social services to determine what resources are available to address the needs of any persons that are chronically homeless.
      3. Metropolitan planning §91.100 (a)(5) -- Consult with adjacent units of general local government, including local government agencies with metropolitan-wide planning

responsibilities, particularly for problems and solutions that go beyond a single jurisdiction, i.e. transportation, workforce development, economic development, etc.

4. HOPWA §91.100 (b)-- Largest city in EMSA consult broadly to develop metropolitan-wide strategy for addressing needs of persons with HIV/AIDS and their families.
5. Public housing §91.100 (c) -- Consult with the local public housing agency concerning public housing needs, planned programs, and activities.

The following public meeting/hearings were conducted to gather input in the development of the FY2013 One Year Action Plan:

1. A public hearing was held to gather input for the development of the One-year Action Plan and distribute public service grants applications. This first public hearing was held on November 20, 2012, with a 30 day public comment period from November 21st to December 21st, 2012. The application period for public service grants was November 20th to December 14th of 2012. This hearing was held at "Life House", a community non-profit agency and community center, located in close proximity to the City's third Neighborhood Improvement District which is located in a LMI Census Tract.
2. On January 22, 2013, a sub-committee of the Joplin City Council held a meeting where all public service applicants presented their project/proposals in an open forum.
3. The second public hearing took place on February 26, 2013 with a 30 day public comment period from February 27th to March 29th, 2013. This hearing was held at the Area Agency on Aging, a local senior center. This center is located near on the same complex as units owned by the Joplin Housing Authority and is located in an LMI Census Tract.
4. On April 15Th 2013, the FY2013 One Year Action Plan was presented to City Council for formal adoption by a Resolution.

See attached affidavits of public hearings (located on following pages).

The following agencies were consulted and/or participated in the development of this plan,

City of Joplin
City of Carl Junction
City of Carterville
City of Carthage
City of Neck City
City of Oronogo
City of Webb City
Jasper County
Village of Airport Drive
Harry S Truman Coordinating Council
Harry S Truman Community Development Corporation
Economic Security Corporation of the Southwest Area
Joplin Area Habitat for Humanity
Joplin Housing Authority
Joplin Area Transportation Study Organization
Joplin Senior Center
Community Housing Resource Board
Area Agency on Aging
Boys and Girls Club of Southwest Missouri
Joplin Family YMCA
Joplin NALA Read
Life House
Missouri Arthritis Association

CDBG Public Meeting - Public Service Grants 2012
Date:November 20, 2012 Time: 5:30 p.m.
Location: Life House, 516 North Wall, Joplin, Missouri

Sign in sheet for the first public hearing held November 20, 2012.

Name:	Agency:	Phone:	Please print your Email address:
John Joines	Economic Security	437-5540	jjoines@escswa.org
JEFF JOHNSON	Joplin Resident	417-437-1222	jefferyhjohnson@gmail.com
Melissa Eiken	CSS	417-529-1706	meiken@cssmo.org
Marj Boudreaux	JOPLIN NALA	417-782-2646	joplinnala@123mail.org
Susan Smith	Neighborhood Life House	417-483-1797	jrsesmith@yahoo.com
Steve Bates	SWMO Activities Assoc.	417-782-6752	sbates@cableone.net
Casey Himmelsbach	Boys + Girls Club SWMO	417-623-8092	chimmelsbach@bgcswmo.org
Rhonda Gorham	Boys+Girls Club SWMO	417-623-8092	rgorham@bgcswmo.org

Affidavit of Publication for the first public hearing held November 20, 2012.

THE JOPLIN GLOBE

P.O.Box 7. Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-8450

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

AFFIDAVIT OF PUBLICATION

State Of Missouri:
County Of Jasper
I, TIMOTHY F. ROBINSON, being duly sworn according to law, STATE that I am Controller of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the county of Jasper, 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 11/02/2012		LEGAL 455/FY201	1	261.56

11/02/2012

Timothy F. Robinson (Controller)

Subscribed and sworn to before me this 2nd day of

November, 2012

Diana J. Crouch Notary Public
Diana J. Crouch/11146002
02/15/2015

Sign in sheet for the second public hearing held February 26th, 2013.

CDBG Public Meeting #2
Date: February 26, 2013 **Time: 11:15 a.m.**
Location: 602 S. Main St., Joplin, Missouri - 4th Floor Conference Room
Please print your

Name:	Agency:	Phone:	Email address:
Jonathan Raiche	City of Joplin	624-0820 x.572	JRaiche@joplinmo.org
Patrick Clark	City of Joplin	624-0820 x572	pclark@joplinmo.org

Affidavit of Publication for the second public hearing held February 26th, 2013.

THE JOPLIN GLOBE

P.O.Box 7. Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-8450

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

AFFIDAVIT OF PUBLICATION

State Of Missouri:
County Of Jasper
I, MANDY O. WILLIAMS, being duly sworn according to law, STATE that I am Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the county of Jasper, 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 02/11/2013	02/11/2013	LEGAL 107/ACTIO	1	271.25

(First Publication February 11, 2013)
PUBLIC NOTICE
Date of Publication: February 11, 2013
Expires: March 29, 2013
City of Joplin
Planning & Community Development
602 South Main Street
Joplin, Missouri 64801
417-624-0820

The City of Joplin is developing the one year Action Plan (FY 2013) 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 sets forth three (3) 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.

The estimated amount of CDBG funds to be received for fiscal year 2013 is $484,587. The estimated amount of HOME funds to be received for fiscal year 2013 is $119,284. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primarily be used for activities that benefit low and moderate income persons.

A public meeting will be held on Tuesday, February 26, 2013, 11:15 a.m. to 12:15 p.m. at the Area Agency on Aging, 2202 S. Jackson Ave. The purpose of the meeting will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan. The funding is subject to approval by the Joplin City Council.

Any individual, group, or agency may submit written comments on the FY 2013 Action Plan to the City of Joplin. The comment period will begin on February 25, 2013 and end on March 29, 2013. Any comments received during this period will be considered by the City of Joplin prior to authorizing submission of a request for release of funds. Comments should be sent to the Planning and Community Development Office at the address listed above.

For additional information, please contact Patrick Clark at (417) 624-0820 Extension 599.

If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417) 624-0820 Extension 220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Bolander
Planning and Community Development Director
City of Joplin, Missouri

(107)

Mandy O. Williams (Business Manager)

Subscribed and sworn to before me this 11th day of February, 2013

Diana J. Crouch Notary Public

Diana J. Crouch/11146002
02/21/2015

3. Provide a summary of citizen comments or views on the plan.

No public comments were received during the comment periods.

4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

Not applicable, due to no public comments received.

Resources 91.220(c)(1)) and (c)(2)

5. Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

For FY2013, there will be two primary sources of federal funds. The first will be the City of Joplin's Community Development Block Grant (CDBG) entitlement funds, as outlined in the following budget summary in the estimated amount of $484,587.00. Additional federal funds will also be provided through the Home Investment Partnership Investment Program (HOME). The Joplin HOME Consortium is comprised of the cities of Joplin, Carthage, Webb City, Carl Junction, Carterville, Sarcoxie, Oronogo, Airport Drive, Neck City, and Jasper County. The Consortium will also be joined this year by the City of Duquesne and the City of Purcell. Joplin acts as the "participating jurisdiction" (PJ) and the FY2013 funding allocation is in the estimated amount of $419,264.00. Program income may be created through the CHDO acquisition and rehabilitation program due to the affordability period requirements of the program.

Other non-Federal public resources that are expected to be made available to benefit the City of Joplin include funding from the State's Emergency Shelter Grant (ESG). These funds have been (or will be) leveraged with the City's federal CDBG funds by assisting the Homeless Coalition's project.

6. Explain how federal funds will leverage resources from private and non-federal public sources.

Private funds are also expected to be made available to address the downtown revitalization needs. These funds will be leveraged with federal CDBG funds (From prior CDBG allocations) through a required dollar for dollar match from the property owners.

Habitat for Humanity private donations to affordable housing and volunteer hours will be documented as part of the required match for the Consortiums HOME program.

Community Development Block Grant Program

Fiscal Year 2013

Proposed BUDGET

All amounts are subject to the availability of funds and may change without notice.

Neighborhood Revitalization Activities	
Infrastructure Improvements	$ 316,585.00
Description: funding used for infrastructure improvements in LMI neighborhoods.	
Sub Total	**$ 316,585.00**
Public Service Activities (15% Max – $72,688.05)	
Boys & Girls Club of Southwest Missouri	$ 27,000.00
Joplin Family YMCA	$ 20,000.00
Joplin NALA Read	$ 8,085.00
Southwest Missouri Arthritis Association	$ 4,000.00
Homeless Coalition	$ 12,000.00
Description: Provides funding for homeless database required by HUD.	
Sub Total	**$ 71,085.00**
Program Administration Activities	
Community Housing Resource Board (subject to 20% Administration cap)	$ 2,500.00
Description: Provides funding for fair housing activities required by HUD.	
Administration & Planning (20% max. = $96,917.40)	$ 94,417.00
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.	
Sub Total	**$ 96,917.00**
TOTAL FY2013 CDBG BUDGET (Estimated)	**$ 484,587.00**

Joplin HOME Consortium Program

Fiscal Year 2013

Proposed BUDGET

All amounts are subject to the availability of funds and may change without notice

Housing Rehabilitation Activities – ESC Description: 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.	$ 143,668.80 6 homes
CHDO Activities – ESC ($62,889.60=15% HUD Min. set-aside) Description: A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.	$ 90,000.00 1 home
Homebuyer New Construction Activities – JAHFH Description: Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.	$ 143,668.80 2 homes
Program Administration Activities – City of Joplin Description: Pro-rata share of Planning/ Community Development staff and overhead.	$ 41,926.40
TOTAL FY2013 HOME BUDGET (Estimated)	**$ 419,264.00**

Annual Objectives 91.220(c)(3)

**If not using the CPMP Tool:* *Complete and submit Table 3A.*
**If using the CPMP Tool:* *Complete and submit the Summary of Specific Annual Objectives Worksheets or Summaries.xls*

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes.

☒	**Objective Category Decent Housing** Which includes:	☒	**Objective Category: Suitable Living Environment** Which includes:	☐	**Objective Category: Expanded Economic Opportunities** Which includes:
☐	assisting homeless persons obtain affordable housing	☒	improving the safety and livability of neighborhoods	☐	job creation and retention
☒	assisting persons at risk of becoming homeless	☒	eliminating blighting influences and the deterioration of property and facilities	☐	establishment, stabilization and expansion of small business (including micro-businesses)
☒	retaining the affordable housing stock	☒	increasing the access to quality public and private facilities	☒	the provision of public services concerned with employment
☐	increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability	☒	reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods	☐	the provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan
☐	increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/ADOS) to live in dignity and independence	☐	restoring and preserving properties of special historic, architectural, or aesthetic value	☐	availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
☐	providing affordable housing that is accessible to job opportunities	☐	conserving energy resources and use of renewable energy sources	☐	access to capital and credit for development activities that promote the long-term economic social viability of the community

7. Provide a summary of specific objectives that will be addressed during the program year.

Table 3A
Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective *
	Rental Housing Objectives					
	Non-applicable					
	Owner Housing Objectives					
OH-1	Owner-occupied Rehab	HOME	LMI Household	6		DH-3
OH-2	CHDO – New Construction	HOME	LMI Household	1		DH-2
OH-3	Habitat for Humanity	HOME	LMI Household	2		DH-2
	Homeless Objectives					
H-1	Homeless Coalition	CDBG	LMI – LC	1500		SL-1
	Special Needs Objectives					
	Community Development Objectives					
	Non-applicable					
	Infrastructure Objectives					
I-1	Infrastructure Improvements	CDBG	LMI Area CTs	17,000		SL-1
	Public Facilities Objectives					
	Non-applicable					
	Public Services Objectives					
PS-1	Boys & Girls Club	CDBG	LMI - LC	100		SL-1
PS-2	Joplin Family YMCA	CDBG	LMI - LC	80		SL-1
PS-3	Joplin NALA Read	CDBG	LMI - LC	120		EO-1
PS-4	SW MO Arthritis Association	CDBG	LMI - LC	150		SL-1
	Economic Development Objectives					
	Non-applicable					
	Other Objectives					
	Non-applicable					

***Outcome/Objective Codes**

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Description of Activities 91.220(d) and (e)

**If not using the CPMP Tool:* *Complete and submit Table 3C*
**If using the CPMP Tool:* *Complete and submit the Projects Worksheets*

8. Provide a summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the strategic plan.

Neighborhood Revitalization Project
The City of Joplin remains committed to improving the condition of LMI neighborhoods within the City. The city will undertake infrastructure improvements through targeting areas in need of repair as identified by residents of the neighborhoods. These improvements will be located in census tracts identified as LMI and will be an ongoing program in future years. *The City has budgeted $316,585.00 of FY2013 CDBG funds for infrastructure improvements in LMI neighborhoods. It is anticipated that a maximum of 17,194 LMI persons could benefit from this activity based on an area benefit standard.*

Public Service Activities
The following activities have been selected by a subcommittee of the City Council to assist public service agencies with proposed projects anticipated to be completed during FY2013. The funding amount for public service activities represents approximately 15% of total allocated CDBG program funds. This amount includes those funds not truly considered public service activities as defined by HUD.

The Boys & Girls Club of Southwest Missouri has requested assistance from the City of Joplin to help fund scholarships for summer youth programing offered to low income families. *The City has chosen to fund the request for assistance in the amount of $27,000.00 of FY2013 CDBG funds. An anticipated 100 LMI households will benefit from this assistance.*

The Joplin Family YMCA has requested assistance from the City of Joplin to help fund scholarships offered to low income families for the School Plus Program. *The City has chosen to fund the request for assistance in the amount of $20,000.00 of FY2013 CDBG funds. An anticipated 80 LMI households will benefit from this assistance.*

Joplin NALA Read has requested assistance from the City of Joplin to cover the cost of the Program Coordinators Salary for five months to service illiterate adults. *The City has chosen to fund the request for assistance in the amount of $8,085.00 of FY2013 CDBG funds. An anticipated 120 LMI individuals will benefit from this assistance.*

Southwest Missouri Arthritis Association has requested assistance from the City of Joplin to purchase medical equipment and fund general operating support to maintain services for severely disabled adults. *The City has chosen to fund the request for assistance in the amount of $4,000.00 of FY2013 CDBG funds. An anticipated 150 LMI individuals will benefit from this assistance.*

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, will receive funds 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. A city subcommittee decided that due to the importance of this system, it should be funded on an annual basis. *The City has budgeted $12,000.00 of FY2013 CDBG funds for the annual maintenance of the HMIS.*

HOME Rehabilitation Project
For FY2013, the Economic Security Corporation of Southwest Missouri (a local non-profit CDC based out of Joplin) will manage the owner-occupied housing rehabilitation program. ESC has extensive experience in working with the Missouri Housing Development Commission (MHDC) HeRO Program for the rehabilitation of owner-occupied homes in the Joplin region. Assistance will be provided to owner-occupied LMI families to bring their homes up to local building code standards. The maximum assistance

available will be $25,000 (hard cost) per house plus additional eligible related project soft costs. Project management and administration is provided by ESC. Any resident who owns their own home located in any of the member communities or unincorporated areas of Jasper County will be eligible to apply to the program. Applicants will be chosen based on many factors including the home's condition, household characteristics, and a reasonably fair distribution of funds to Consortium members based on market demand. *The City has budgeted $143,668.80 of FY2013 HOME funds for rehabilitation with six (6) households proposed to benefit from the assistance.*

HOME CHDO Project
There is a required 15% set-aside for Community Housing Development Organizations (CHDO) for the HOME program. The New Construction Program will be utilized in FY2013 through Economic Security Corporation in order to meet the set-aside requirement. The Consortium considered two organizations for CHDO funding this year and the decision was made to fund ESC. The intent of the New Construction Program is for the CHDO to purchase vacant property, build an affordable home, and resell the property to eligible LMI families. The CHDO does not intend to purchase occupied property. *The City has budgeted $90,000 of FY2013 HOME funds for the CHDO New Construction program, with one (1) household proposed to benefit from the assistance.*

HOME Homebuyers New Construction Project
For FY2013, the City of Joplin and HOME Consortium plan to support the Joplin Area Habitat for Humanity in the development of new homes located in member communities. Local donations to Habitat including cash, labor and materials will also be the primary source of the required 25% match to HOME funds. *The City has budgeted $143,668.80 of FY2013 HOME funds for new construction, with two (2) families proposed to benefit from the assistance.*

Program Administration Activities
The Community Housing Resource Board (CHRB) has been a long standing committee organized for the promotion of fair housing activities supporting public awareness. The City of Joplin's CDBG program has funded $2,500.00 annually to the CHRB, with the Joplin Housing Authority matching that amount. *The City has again budgeted $2,500.00 of FY2013 CDBG funds to promote the CHRB's activities. This activity is subject to the CDBG 20% administration cap.*

Program administration and planning cost will provide Planning/Community Development staff with planning, compliance review, reporting, subrecipient management, program accounting, and other HUD required CDBG and HOME program needs. The administrative costs include the salary and benefits of the Planning/Community Development Staff. *The City has budgeted $94,417.00 of FY2013 CDBG funds and $41,926.40 of FY2013 HOME funds for Program Administration Activities.*

Describe the outcome measures for activities in accordance with Federal Register Notice dated March 7, 2006, i.e., general objective category (decent housing, suitable living environment, economic opportunity) and general outcome category (availability/accessibility, affordability, sustainability).

See following HUD forms (Table 3C-Consolidated Plan Listing of Projects)

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Infrastructure

Project
Neighborhood Revitalization Activities

Activity
Infrastructure Improvements

Description
The city will undertake infrastructure improvements through targeting areas in need of repair as identified by residents of the neighborhoods. These improvements will be located in census tracts identified as LMI and will be an ongoing program in future years.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:
Various Locations throughout Joplin, Missouri. Based on LMI area.
(Street Address):
(City, State, Zip Code):

Specific Objective Number I-1	Project ID
HUD Matrix Code 03	CDBG Citation 570.201 (c)
Type of Recipient	CDBG National Objective LMI-Area
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People Assisted	Annual Units 17,194
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$316,585
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$316,585

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Boys & Girls Club of Southwest Missouri

Description
The Boys & Girls Club of Southwest Missouri has requested assistance from the City of Joplin to help fund scholarships for summer youth programing offered to low income families.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 317 Comingo Avenue
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-2	Project ID
HUD Matrix Code 05L	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-LC
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People Assisted	Annual Units 80
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$27,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$27,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Joplin Family YMCA

Description
The Joplin Family YMCA has requested assistance from the City of Joplin to help fund scholarships offered to low income families for the School Plus Program.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 510 S. Wall Avenue
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-2	Project ID
HUD Matrix Code 05L	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-LC
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People Assisted	Annual Units 80
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$20,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Joplin NALA Read

Description
Joplin NALA Read has requested assistance from the City of Joplin to cover the cost of the Program Coordinators Salary for five months to service illiterate adults.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 123 S. Main
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-1	Project ID
HUD Matrix Code 05	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI- Presumed Benefit
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People Assisted	Annual Units 120
Local ID	Units Upon Completion

Funding Sources:

CDBG	$8,085
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$8,085

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Southwest Missouri Arthritis Association

Description
Southwest Missouri Arthritis Association has requested assistance from the City of Joplin to purchase medical equipment and fund general operating support to maintain services for severely disabled adults.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 819 E. 9th Street
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-4	Project ID
HUD Matrix Code 05B	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI – Presumed Benefit
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People Assisted	Annual Units 150
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$4,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$4,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☒ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Homeless

Project
Public Service Activities

Activity
Homeless Coalition

Description
Funding will be provided to the homeless coalition to operate the HMIS database for the year.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 602 S. Main Street
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number H-1	Project ID
HUD Matrix Code 03T	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-Presumed Benefit
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator People Assisted	Annual Units 1500
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$10,110
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$10,110

The primary purpose of the project is to help: ☒ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Fair housing

Project
Administration Activities

Activity
Community Housing Resource Board (CHRB)

Description
Provides funding to promote fair housing activities through local media outlets

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 602 S. Main Street
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number	Project ID
HUD Matrix Code 21D	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$2,500
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$2,500

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Rehabilitation Activities

Activity
ESC Homeowner Rehabilitation

Description
Funding will be provided to Economic Security Corporation who will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Joplin Consortium.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☐ Affordability ☒ Sustainability

Location/Target Area:

(Street Address):Various addresses
(City, State, Zip Code): Joplin Consortium Cities

Specific Objective Number OH-1	Project ID
HUD Matrix Code 14A	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator	Annual Units 6
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$143,668.80
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$143,668.80

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Activities

Activity
CHDO New Construction

Description
Funding will be provided to Economic Security Corporation who will act as the owner and developer of properties to be developed as new single family construction for homebuyers.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address):Various addresses
(City, State, Zip Code): Joplin Consortium Cities

Specific Objective Number OH-2	Project ID
HUD Matrix Code 14G	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator	Annual Units 1
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$90,000
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$90,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Activities

Activity
Homebuyer New Construction- JAHFH

Description
Funding will be provided to Joplin Area Habitat for Humanity (JAHFH) who will act as the owner and developer of new properties for eligible homebuyers.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): Various addresses
(City, State, Zip Code): Joplin Consortium Cities

Specific Objective Number OH-3	Project ID
HUD Matrix Code 12	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2013	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator	Annual Units 2
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$143,668.80
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$143,668.80

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

Geographic Distribution/Allocation Priorities 91.220(d) and (f)

9. **Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.**

Joplin has always concentrated its CDBG program efforts in the LMI census tracts. Currently those tracts are located in the central part of the city and are tracts 101, 106, 108, and 110. HOME funds are also partly concentrated in these areas. Because the HOME consortium includes a larger regional area, funding is allocated for projects outside of the City of Joplin and for inside the City limits according to applications received for individual programs.

The City has also recently initiated a Neighborhood Improvement District (NID) philosophy to designate smaller target neighborhoods in which the CDBG and HOME funding is used. The majority of CDBG funds for this area are budgeted for infrastructure improvements for an estimated $316,585.00 and are expected to benefit the current NID.

10. **Describe the reasons for the allocation priorities, the rationale for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) during the next year, and identify any obstacles to addressing underserved needs.**

The NID strategy started in the 2008 calendar year. This began as a means to identify the areas within the LMI census tracts that are most in need of assistance. The City's approach was to conduct multi-departmental approach to identify and address those areas including public safety, public health, public infrastructure, and housing.

In targeting a neighborhood of approximately 10-20 residential blocks, it was believed that the revitalization efforts would be more concentrated and thus more effective. The approach was successful in the first two years and will continue. The program was temporarily placed on hold when the May 22, 2011 Tornado affected the City, but is expected to resume in the near future. The main obstacle in this approach has been ensuring the local residents are engaged in the process. In the past, including local non-profits and working through existing relationships has been a large part of the success. This year's NID is planned to continue the idea of partnerships with schools and other non-profits near the area.

Annual Affordable Housing Goals 91.220(g)

****If not using the CPMP Tool:** *Complete and submit Table 3B Annual Housing Completion Goals.*
****If using the CPMP Tool:** *Complete and submit the Table 3B Annual Housing Completion Goals.*

11. **Describe the one-year goals for the number of homeless, non-homeless, and special-needs households to be provided affordable housing using funds made available to the jurisdiction and one-year goals for the number of households to be provided affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units using funds made available to the jurisdiction. The term affordable housing shall be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.**

The three HOME activities include Economic Security Corporation's (ESC) Homeowner Rehabilitation Program, CHDO New Construction and Habitat for Humanity New Construction. ESC's activity is proposed to rehabilitate six low-income homeowner units in 2013 at a cost of $143,668.80. The CHDO activity for $90,000 is proposed to develop one unit for purchase by a low-income homeowner. Habitat for Humanity proposed to assist two families in 2013 at a cost of $143,668.80.

Table 3B
ANNUAL AFFORDABLE HOUSING COMPLETION GOALS

Grantee Name: Program Year:	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
BENEFICIARY GOALS (Sec. 215 Only)						
Homeless households	0		☐	☐	☐	☐
Non-homeless households	9		☐	☒	☐	☐
Special needs households	0		☐	☐	☐	☐
Total Sec. 215 Beneficiaries*	9		☐	☒	☐	☐
RENTAL GOALS (Sec. 215 Only)						
Acquisition of existing units	0		☐	☐		☐
Production of new units	0		☐	☐		☐
Rehabilitation of existing units	0		☐	☐	☐	☐
Rental Assistance	0		☐	☐		☐
Total Sec. 215 Affordable Rental	0		☐	☐	☐	☐
HOME OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units	0		☐	☐		
Production of new units	3		☐	☒		
Rehabilitation of existing units	6		☐	☒		
Homebuyer Assistance	0		☐	☐		☐
Total Sec. 215 Affordable Owner	9		☐	☒	☐	☐
COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units	0		☐	☐		☐
Production of new units	3		☐	☒		☐
Rehabilitation of existing units	6		☐	☒	☐	☐
Rental Assistance	0		☐	☐		☐
Homebuyer Assistance	0		☐	☐		☐
Combined Total Sec. 215 Goals*	9		☐	☒	☐	☐
OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)						
Annual Rental Housing Goal			☐	☐	☐	☐
Annual Owner Housing Goal	9		☐	☒	☐	☐
Total Overall Housing Goal	9		☐	☒	☐	☐

* The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

Public Housing 91.220(h)

12. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

The plan includes funding for and staff representation on the Community Housing Resource Board. This is one venue with which the City opens communication with the Joplin Housing Authority (JHA). Staff members from the City and the JHA are members on this board that addresses housing needs in the community. Along with this, the JHA has an active tenant advisory council that consists of elected members from each of its major developments.

13. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

This does not apply to the Joplin Housing Authority.

Homeless and Special Needs 91.220(i)

14. Describe, briefly, the jurisdiction's plan for the investment and use of available resources and describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness.

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.

15. Describe specific action steps to address the needs of persons that are not homeless identified in accordance with 91.215(e).

The following FY2013 CDBG activities aim to address the needs of persons that are not homeless: Neighborhood Revitalization Activities ($316,585.00), the Boys & Girls Club of SW Missouri ($27,000.00), the Joplin Family YMCA ($20,000.00), Joplin NALA Read ($8,085.00) and the Southwest Missouri Arthritis Association ($4,000.00). All of these activities are described in detail under "Description of Activities".

The following FY2013 HOME activities aim to address the needs of persons that are not homeless: Housing Rehabilitation Activities ($143,668.80), CHDO Activities ($90,000) and Joplin Area Habitat Homebuyer New Construction ($143,668.80)

16. Homelessness Prevention—Describe planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

The emergency shelter and transitional housing needs of homeless individuals and families, and the assistance to homeless persons making the transition to permanent housing and independent living will primarily benefit from the project with the Homeless Coalition, as described in section 8 above.

Barriers to Affordable Housing 91.220(j)

17. Describe the actions that will take place during the next year to remove barriers to affordable housing.

The City has updated its Analysis of Impediments to Fair Housing. The following is a summary of the objectives and actions to remove those impediments to fair and affordable housing. Short-term goals listed for completion in the 2010 Program year that have not yet been achieved will be addressed in future years.

1) **City's Fair Housing Policy/Organization is out of date.**

Objective 1: Update the City's Fair Housing Policy.

Action 1: A meeting with city officials should take place to discuss the best way to resolve the changes that have been made and need to be made to ensure a sufficient Fair Housing complaint system for the residents of the city.

Progress: A meeting has occurred with City staff (CD & HR) to review and discuss the Fair Housing Policy.

Progress: An external analysis was completed and presented to City Staff and local housing partners in January of 2013. This presentation was completed by the St Louis Metropolitan Equal Housing and Opportunity Center. The final results are pending and will be incorporated as much as possible into the City's Code update planned for 2013.

2) **There is a lack of family sized (3+ bedroom) affordable units.**

Objective 2: Promote and Encourage family sized development and rehabilitation.

Action 1: The city has already dedicated the majority of its NSP and HOME funding for new construction to 3 bedroom units. This will be reported in the CAPER.

Progress: Construction contracts have been awarded for several houses all of which are specified as 3 bedroom units.

Progress: Four 3 bedroom units have been completed through the NSP program and all Habitat New Construction projects make 2, 3, and 4 bedroom units available based on the partner family's need.

3) **There is a lack of ADA Accessible housing units.**

Objective 3: Promote and Encourage ADA/Universal Design.

Action 1: A meeting with The Independent Living Center will occur to discuss how to better support their work.

Action 2: A meeting with the ADA committee and Building Department to discuss the idea of preparing informational packets to distribute with building permits.

Progress: Joplin Area Habitat for Humanity has voted to implement principles of Universal Design into their homes as the need arises from a partner family.

4) **Affordable units are only affordable for the high end of the affordable market.**

Objective 4: Widen the range of price for available affordable housing.

Action 1: Research should begin to establish a minimum and maximum square footage for units that are developed as affordable units.

Progress: City staff has conducted basic research and compiled information.

Objective 5: Provide assistance for utility deposits and fees.

Action 1: A liaison should be identified between the housing community and the utility companies and an inventory of existing assistance programs should be developed.

Progress: Contacts were made at the major utility providers in the area to confirm existing assistance programs.

Other Actions 91.220(k)

18. Describe the actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, enhance coordination between public and private agencies (see 91.215(a), (b), (i), (j), (k), and (l)).

FY2013 activities that will address underserved needs of the community will consist of the following Public Service activities. These help with youth services (Boys & Girls Club and Joplin Family YMCA), services for persons with disabilities (SW Missouri Arthritis Association) and social services for Illiterate Adults (Joplin NALA Read).

The housing activities described earlier (ESC Rehabilitation, CHDO activity, and Habitat for Humanity) will all foster and maintain affordable housing in the area for a total of 9 affordable units assisted.

Lead testing is required through ESC's rehabilitation program. Both of these will evaluate a proposed 6 units this year. Both organizations will follow current HUD lead-based paint regulations.

The City will continue its partnership with ESC and Habitat for Humanity as subrecipients of the HOME funds. The above listed Grant recipients will also serve as institutions to help carry out the public services for this FY2013.

19. Describe the actions to coordinate its housing strategy with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.

The City of Joplin has recently reevaluated and expanded its Metro Area Public Transit System (MAPS). The distribution of these routes was planned to correspond with the public housing throughout the city. All public housing is within a few blocks of one of the MAPS trolley routes. This system has also incorporated major retail service providers, health care providers, and social service providers to their distribution. The routes dissect all of the LMI census tracts. There is also a Half Fare Program for MAPS available for elderly, disabled, and Medicare recipients. The MAPS system is under constant review as new development occurs after the May 22, 2011 tornado. Routes are expected to serve the same areas with the addition of stops as new development continues to occur. The MAPS system continues to offer a deviated system on request.

PROGRAM SPECIFIC REQUIREMENTS

CDBG 91.220(l)(1)

1. **Identify program income expected to be received during the program year, including:**
   - **amount expected to be generated by and deposited to revolving loan funds;**
   - **total amount expected to be received from each new float-funded activity included in this plan; and**
   - **amount expected to be received during the current program year from a float-funded activity described in a prior statement or plan.**

There is no expected program income to be received. If unexpected program income is received it will be applied to the next available eligible activity.

2. **Program income received in the preceding program year that has not been included in a statement or plan.**

There is no program income to be reported from the previous year.

3. **Proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in its strategic plan.**

Joplin does not receive any proceeds from Section 108 loan guarantees.

4. **Surplus funds from any urban renewal settlement for community development and housing**

activities.

Joplin does not possess any surplus funds from urban renewal settlement.

5. **Any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.**

All funds have been included in a prior statement or plan.

6. **Income from float-funded activities.**

Joplin does not operate any float-funded activities.

7. **Urgent need activities, only if the jurisdiction certifies.**

Joplin does not run any urgent need activities under its Entitlement funds.

8. **Estimated amount of CDBG funds that will be used for activities that benefit persons of low- and moderate income.**

The amount of non-administrative funds for FY2013 CDBG projects are expected to benefit low and moderate income persons for a total expected funding amount of $387,670.00.

HOME 91.220(l)(1)

1. **Describe other forms of investment. (See Section 92.205)**

The City offers HOME funds for owner-occupied rehabilitation on a forgive-able loan basis and offers homebuyer's subsidies to allow affordable homes to low and moderate income homebuyers through the CHDO activity.

2. **If grantee (PJ) plans to use HOME funds for homebuyers, did they state the guidelines of resale or recapture, as required in 92.254.**

HOME funds will be used for homebuyers through the CHDO activity and is expected to use recapture guidelines as required.

3. **If grantee (PJ) plans to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds, state its refinancing guidelines required under 24 CFR 92.206(b).**

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

4. **Resale Provisions -- For homeownership activities, describe its resale or recapture guidelines that ensure the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4).**

The owner-occupied rehabilitation activity through ESC imposes a three 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.

HOME Total Assistance to the Buyer	Minimum Affordability Period
Under $15,000	5 Years
$15,000 - $40,000	10 Years
Over $40,000	15 Years

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.

5. **HOME Tenant-Based Rental Assistance -- Describe the local market conditions that led to the use of HOME funds for tenant based rental assistance program.**

   If the tenant based rental assistance program is targeted to or provides a preference for a special needs group, that group must be identified in the Consolidated Plan as having an unmet need and show the preference is needed to narrow the gap in benefits and services received by this population.

This is not applicable to the Joplin Consortium. There are no existing or planned HOME Tenant-Based Rental Assistance activities.

6. **If a participating jurisdiction intends to use forms of investment other than those described in 24 CFR 92.205(b), describe these forms of investment.**

The Joplin Consortium does not plan to use forms of investment other than those listed at 24 CFR 92.205 (b).

7. **Describe the policy and procedures it will follow to affirmatively market housing containing five or more HOME-assisted units.**

The Joplin Consortium has no plans to fund multi-unit housing projects.

8. **Describe actions taken to establish and oversee a minority outreach program within its jurisdiction to ensure inclusion, to the maximum extent possible, of minority and women, and entities owned by minorities and women, including without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts, entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing under the HOME program or any other Federal housing law applicable to such jurisdiction.**

There is language included in all contracts for HOME funded projects and all minority and women business are encouraged to bid on all projects. Annual participation in an outreach event hosted by the Joplin Area Chamber of Commerce was also continued this year. Information is provided by the City to minority and women business owners as to how they can access the City programs. Questions are also answered about permit and licensing topics.

9. **If a jurisdiction intends to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds, state its financing guidelines required under 24 CFR 92.206(b).**

There is no intent to use HOME funds to refinance existing debt secured by multifamily housing.

HOPWA 91.220(l)(3)

1. **One year goals for the number of households to be provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance to prevent homelessness of the**

individual or family, tenant-based rental assistance, units provided in housing facilities that are being developed, leased, or operated.

This is not applicable. The City of Joplin's CDBG Entitlement Program and the Joplin HOME Consortium do not participate in the Housing Opportunities for People with Aids (HOPWA) program.

OTHER NARRATIVES AND ATTACHMENTS

Include any action plan information that was not covered by a narrative in any other section. If optional tables are not used, provide comparable information that is required by consolidated plan regulations.

MONITORING

CDBG

The CDBG Program staff will be in contact with subrecipients of the program, according to the terms of their Subrecipient Agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits will be conducted according to the nature and scope of the project. Forms to verify LMI participation and/or benefit are collected based on the scope of each project. The project is reported on annually (in the CAPER) until the project is completed.

SCHEDULE OF EVENTS – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.

2. The on-site monitoring visit is conducted, and consists of the following:
    a. Conference
    b. Documentation, data gathering and analysis

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

The city will monitor its performance in meeting the goals and objectives of the Five Year Consolidated Plan by comparing its accomplishments in its CAPER each year to the Plan. If certain projects are underachieving relative to the Five Year Plan, then an emphasis will be given to improve its performance or adjust the goals and objectives accordingly the following year.

HOME

Since the primary uses of HOME funds will be implemented through the CHDO and other nonprofit subrecipients, City of Joplin staff will be extensively monitoring projects for compliance areas and related program requirements. Each subrecipient will work independent of each other, but will be aggressive in proceeding with their respective projects. Each program is anticipated to begin as soon as the environmental reviews are complete and a "Release of Funds" is received from HUD. Timeliness is a high priority for all entities, especially the CHDO who plans to turn over their funds as soon as possible to provide future matching funds for the program.

For the Owner-Occupied Rehabilitation Program, Joplin staff will meet with ESC to review their project files at certain pre-determined milestones including pre application phase, project selection (and environmental review), and periodic reviews of project completions. The periodic reviews will be conducted while the activity is underway. Each rehab will be required to obtain a building permit from each

applicable jurisdiction. Joplin will provide inspectors for those areas, including the unincorporated portion of the County, where there are no required permits. The 2006 International Building Code will be used in the areas Joplin will cover outside the Joplin city limits.

For the CHDO activities, Joplin staff will assist the CHDO with project selection and review the environmental review materials prepared by the CHDO as needed. They will also monitor and review their files upon rehab completion and the sale of each home.

Habitat for Humanity will be a similar monitoring process as the CHDO. Monitoring milestones will occur at the pre-construction phase (after environmental review completion) and post-construction phase.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

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

Drug Free Workplace – It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –

    (a) The dangers of drug abuse in the workplace;
    (b) The grantee's policy of maintaining a drug-free workplace
    (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –

    (a) Abide by the terms of the statement; and
    (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –

    (a) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of Rehabilitation Act of 1973, as amended; or
    (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.

Anti-Lobbying – To the best of the jurisdiction's knowledge and belief:

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

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan – The housing activities to be undertaken with CDBG, HOME, ESG, and, HOPWA funds are consistent with the strategic plan.

Acquisition and Relocation -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____

Signature/Authorized Official Date

City Manager

Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – It is consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2013 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force –It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable Stand and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Led-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Pat 35, subparts A, B, J, K, and R;

Compliance with Laws – It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

City Manager

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

_____ _____

Signature/Authorized Official Date

City Manager

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed in section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

602 S. Main Street
Joplin,
Jasper County
Missouri 64801

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1808.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

RESOLUTION NO. 2013-014

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2013; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

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

Section 1. That the City of Joplin file a One Year Action Plan for fiscal year 2013 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $484,587.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $419,264.00 with the U.S. Department of Housing and Urban Development.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Forms 424 to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ Day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 15, 2013

Item: CDBG – Disaster Recovery Action Plan
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Budget
2) Exhibit "A"
2) Resolution No. 2013-015

Department Head: David Hertzberg DKH	Date: 4/8/13
Planning & Community Development Director: Troy Bolander T.B.	Date: 4-8-13
Finance Department: Leslie Haase LH	Date: 4-9-13
City Attorney: Brian Head BWH as	Date: 4-9-13
City Manager: Mark Rohr MR	Date: 4-9-13

Recommended Action: Approval of Resolution No. 2013-015

DISCUSSION:

The following is a resolution that authorizes the commencement of the Principal Reduction Program (PRP). This program includes resources from several agencies to help families that are displaced from the tornado or new to the area purchase a home. The agencies involved in this program include the City of Joplin, Missouri Development Finance Board, Missouri Housing Development Commission and the Loan Consortium.

The city's resource used in the PRP is part of the Community Development Block Grant Disaster Recovery (CDBG-DR) Program Action Plan that was approved by Council and listed with the U.S. Department of Housing and Urban Development (HUD). The Action Plan was approved by Council in July of 2012. The PRP will contain many facets, of which $12,750,000 was allocated from the CDBG-DR budget under the Single Family Homeownership Direct Assistance line item. The objective of this line item is to provide financial resources to help families purchase homes inside the area of the City that was damaged by the May 22, 2011 tornado. The CDBG-DR component of the PRP will help families with down payment assistance and closing costs.

The goal of this program is to assist families in purchasing a home and help promote the residential recovery of the City's tornado damaged area.

RECOMMENDATION:

Staff recommends adoption of this Resolution.

VI. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Proposed Budget

Infrastructure Activities	
Sidewalk Reconstruction/Construction	$ 2,500,000.00
Trail Construction	$ 2,000,000.00
Tree Planting	$ 2,000,000.00
Sub Total	**$ 6,500,000.00**
Economic Development	
SPARK – Performing Arts/Depot Renovation	$ 5,390,000.00
Sub Total	**$ 5,390,000.00**
Housing Activities	
Single Family Homeownership Direct Assistance	$12,750,000.00
(Safe Rooms Included in New Construction Activities)	
Mixed-Income Multi-family Residential	$ 9,000,000.00
Single Family Rehabilitation	$ 1,500,000.00
Land Acquisition/Assemblage	$ 8,000,000.00
Sub Total	**$ 31,250,000.00**
Program Administration Activities	
City of Joplin Administrative Costs	$ 452,667.09
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 1,674,041.91
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $2,263,335.45)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 2,126,709.00**
TOTAL CDBG-DR AWARD	**$ 45,266,709.00**

Exhibit "A"

Joplin CDBG-DR Homeownership Assistance Outline– $30,000 Maximum Program

1. Have client find a lender and property in Tornado area
2. Remind client not to make an offer on property until we do URA (if offer has already been made, written notice must be provided to the seller giving them the opportunity to leave the contract with no penalty)
3. When client has lender and property in mind start paperwork and get property value
4. Get application, Duplication of Benefits Certification, name of realtor, name of banker, and address.
5. Need inspection report (Section 8 Housing Quality Standards) and lead assessment visual exam, map showing property is in the Tornado Area, and Environmental Review information for Categorical Exclusion, Not Subject to 24 CFR 58.5 level of review for City Staff (Firmette, NFIP Community Status page for city, Ocean coastal resource page, Distance from airport page)
    a. Income verification and other paperwork – use 1040 method –Income information must be current within 6 months. A recertification must occur if more than 6 months has passed.
        i. Application
        ii. Social security and Driver's License – proof of citizenship
        iii. All income proofs (Tax form, pay stubs, etc.)
    b. Send 1st URA Letter to seller
    c. After property value send 2nd URA Letter to seller
    d. Have buyer take homeownership counseling- get proof
6. Let client know that offer was made following URA requirements
7. Wait on response
8. Bank will want approval letter
9. Give Lead Based Paint pamphlet and get written acknowledgement from buyer
10. Get with lender to coordinate timing for **cashier's** check.
11. Get Deed Restriction signed by buyer and City of Joplin Planning & Community Development Director at the same time as the bank loan is signed.

CHECKLIST – HOME BUYERS ASSISTANCE

Applicant Name_____ Project Address _____
Closing Attorney _____ Mortgage Co. _____

APPLICANT INFORMATION	*Date Completed*
Program Application	
Map of Property Location within Tornado Area Limits	
Most recent IRS 1040 or Last 3 Pay Stubs (entire household)	
Income/Demographic Worksheet	
Participant Income and Income Limit Comparison Form	
Comparison of Sale Price to Program's Maximum Sale Price	
Loan Application	
PROPERTY INFO, APPRAISAL & SALES CONTRACT	
Purchase Contract	
Notice to Seller (URA Letter(s) Certified w/ receipt)	
Seller Certification of Tenant Occupancy	
Lead Based Paint Disclosure (sign and give copy)	
Lead Based Paint Visual Assessment	
HQS or other acceptable Inspection Report	
Summary Notice of Lead-Based Inspection	
Summary Notice of Completion Lead-Based Paint Hazard Reduction	
Appraisal	
EDUCATION & CORRESPONDENCE	
Home Buyer Counseling Program Certificate	
Down Payment Approval Letter	
DEEDS & FINANCIAL INFORMATION	
Certificate of Occupancy	
Builder Certification	
Mortgage Loan Approval from Underwriter	
Deed to Secure Debt	
Promissory Note	
Homebuyer Loan Agreement	
Warranty Deed	
HUD 1 Settlement Statement	
Executed Deed Restriction	
Insurance	
Truth in Lending	
ENVIRONMENTAL INFO & PROJECT DELIVERY INVOICES	
58.6 Environmental Checklist with Documentation	
Final Approval Letter to Buyer	
Drawdown Request	
Copy of Checks & Invoices	
Completion Report	

DRAFT

JOPLIN CDBG-DR
HOMEBUYER ASSISTANCE GUIDELINES
FEBRUARY 2013

EQUAL HOUSING OPPORTUNITY

ENVIRONMENTAL REVIEW REQUIREMENTS

Information must be provided to the City of Joplin to review that will prove to adequately comply with the applicable NEPA regulations. The level of review deemed necessary is determined to be a Categorically Excluded activity Not Subject to 24 CFR 58.5 according to 24 CFR Part 58.35(b)(5). This level of review applies only to existing dwelling units or dwelling units under construction. A building with a completed foundation is considered to be "under construction" for purposes of this program.

This review will require documentation related to flood plain location, Airport Hazards, and Coastal areas as required in the attached 58.6 Checklist. If a property does not pass this review, it will not be eligible for assistance.

Step 1

Contracted Agent will prepare the attached 58.6 form for each property and attach all necessary maps and other documentation deemed necessary to support the form (e.g. Firmette Map, NFIP Community Status page for city, Ocean coastal resource printed website, Distance from airport map). Properties that are found to be inside a floodplain will not be eligible for this project.

Step 2

City Staff will review packet that has been prepared by the contracted agent. A written response will be provided to the contracted agent within 7 days whenever possible. If the 7 day timeline is not possible, City Staff will responds as soon as possible.

Step 3

Based on City approval/denial, the contracted agent will either proceed with the application process or issue a denial letter to the applicant. No application may be approved prior to receiving written Environmental Clearance from the City of Joplin for that specific property.

DRAFT

PROJECT NAME:

_____

ERR FILE #: _____ Retain this form in the ERR of the subject project.

REQUIREMENTS listed at 24 CFR 58.6

1. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES NOTIFICATION

[24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport Runway Clear Zone or a Military Airfield Clear Zone?

( ) No. Cite or attach Source Document:
(Project complies with 24 CFR 51.303(a)(3).)

( ) Yes. **Notice must be provided to buyer**. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA http://www.fema.gov/nfip/cobra.shtm
(Proceed with project.)

( ) Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT

[Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area?

( ) No. Cite or attach Source Document:
(Proceed with project.)

( ) Yes. Cite or attach Source Document:

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

( ) Yes. **Flood Insurance under the National Flood Insurance Program must be obtained**. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

( ) No. **Federal assistance may not be used in the Special Flood Hazards Area**.

_____

Responsible Entity Official: Signature / Name / Date

DRAFT

DECLARATION OF DEED RESTRICTION AND COVENANT

THIS DECLARATION OF DEED RESTRICTION AND COVENANT is made this _____day of December, 2012, 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 Community Developmet Block Grant – Disaster Recovery Program ("CDBG-DR Program") from the City of Joplin, 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"):

_____
_____
_____.

Also known as: _____

WHEREAS, the Homeowner, as the beneficiary of the expenditure of CDBG-DR 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 CDBG-DR-assisted housing must meet the affordability requirements for no less than the applicable period. Homeownership assistance CDBG-DR amount per-unit is _____ 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 recoups a portion of the CDBG-DR 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 CDBG-DR 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 CDBG-DR investment amount, or _____, 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 CDBG-DR 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 CDBG-DR 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 _____, 2012 through and including the ___ day of _____, 2017 ("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:

_____
Printed Name

City of Joplin (PJ):

_____
Troy Bolander
Planning and Community Development

STATE OF MISSOURI)
) ss.
JASPER COUNTY)

On this ____day of December, 2012 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 December, 2012, 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 CDBG-DR 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 CDBG-DR
Homebuyers Assistance
Application

PROPERTY INFORMATION		
Subject Property Address	City	Year Built
Purchase Price	Required Downpayment	Closing Costs

APPLICANT INFORMATION					
Applicant Name			Co-Applicant Name		
Social Security Number	Home Phone	Age	Social Security Number	Home Phone	Age
☐ Married ☐ Unmarried ☐ Separated	Dependents No. / Ages		☐ Married ☐ Unmarried ☐ Separated	Dependents No. / Ages	
Position/Title/Type of Business	Business Phone		Position/Title/Type of Business	Business Phone	
Name & Address of Employer ☐ Self-Employed		Yrs. on Job	Name & Address of Employer ☐ Self-Employed		Yrs. on Job
Position/Title/Type of Business	Business Phone		Position/Title/Type of Business	Business Phone	
Name & Address of Employer ☐ Self-Employed		Yrs. on Job	Name & Address of Employer ☐ Self-Employed		Yrs. on Job
Position/Title/Type of Business	Business Phone		Position/Title/Type of Business	Business Phone	
Name & Address of Employer ☐ Self-Employed		Yrs. on Job	Name & Address of Employer ☐ Self-Employed		Yrs. on Job

INCOME

For each type of income your household receives, give the source of income and the amount of income that can be expected from source during the next 12 months.

Household Member	Source of Income/Type of Income	Annual Amount

INCOME INFORMATION

Please answer each of the following questions. For each "yes" answer, provide details in the chart following the questions.

1. Does any member of your family now receive, or expect to receive unemployment in the (last/next) 12 months?
   ☐ Yes ☐ No
2. Is any member of your household now receive, or expect to receive child support in the (last/next) 12 months?
   ☐ Yes ☐ No
3. Is any member of your household entitled to child support that he/she is not now receiving?
   ☐ Yes ☐ No
4. Does any member of your household now receive or expect to receive alimony?
   ☐ Yes ☐ No
5. Is any member of your household entitled to alimony that he/she is not now receiving?
   ☐ Yes ☐ No
6. Does any member of your household receive or expect to receive Welfare/AFDC?
   ☐ Yes ☐ No
7. Does any member of your household receive or expect to receive Social Security?
   ☐ Yes ☐ No
8. Does any member of your household receive or expect to receive income from a pension or annuity?
   ☐ Yes ☐ No
9. Does any member of your household receive regular cash contributions from individuals not living in the unit or from agencies?
   ☐ Yes ☐ No
10. Does any member of your household receive income from assets including interest on checking, savings, and dividends from CD's, stocks or bonds, or rental property?
    ☐ Yes ☐ No

ASSETS			
Description	**Location**	**Account Number**	**Cash or Market Value**

DECLARATIONS

1. Are you a party to a lawsuit?
   ☐ Yes ☐ No
2. Have you directly or indirectly been obligated on any loan in the last 7 years which resulted in foreclosure, transfer or title in lieu of foreclosure, or judgement?
   ☐ Yes ☐ No
3. Are you presently delinquent or in default on any Federal debt or any other loan mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details.
   ☐ Yes ☐ No
4. Are you a U.S. citizen?
   ☐ Yes ☐ No
5. Are you a permanent resident alien?
   ☐ Yes ☐ No
6. Do you intend to occupy the property as your primary residence?
   ☐ Yes ☐ No

IMPORTANT! READ THIS BEFORE SIGNING

I/we certify that the information provided in this Application is true and complete to the best of my/our knowledge and belief. I/we consent to the disclosure of such information for purposes of income and verification related to my/our application for financial assistance. I/we understand that any willful misstatement of material fact will be grounds for disqualification. I/we understand that this application shall remain the property of the agency to which it is submitted and or Joplin Consortium.

I/we hereby consent to and authorize the agency and the Joplin Consortium, after giving reasonable notice, to enter the improved property to determine that the approved improvements specific to this Application have been completed and meet codes and standards set forth by the Joplin Consortium.

I/we understand that in pre-1978 homes, HUD lead-based paint regulations must be followed as a condition of this application.

I/we understand that it may be a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the facts in this Application as applicable under the provisions of the United States Criminal Code.

Signature of Applicant:_____ Date:_____

Signature of Applicant:_____ Date:_____

JOPLIN CONSORTIUM HOME/CDBG PROGRAM
HOMEBUYERS ASSISTANCE CHECKLIST

Project Code #: _____

Applicant Name: _____

Subject Property Address: _____

_____

Project Checklist

- ❑ (1) Application (has documentation of principal Residence)
- ❑ (2) Driver's License and Social Security Card for buyers
- ❑ (3) Map of property location within Tornado Area limits
- ❑ (4) Income Verification below 120% or 80%, Use 1040 method for income projection
- ❑ Note: attach 24 CFR 92.205(c),Restriction Guidelines, Home Investment Purchase/ Rehab 95% Value
- ❑ (5) Current 1040
- ❑ (6) Categorical exclusion review
  - ✓ (a) Firmette
  - ✓ (b) FEMA Community Status page for specific community
  - ✓ (c) Ocean coastal resource page
  - ✓ (d) proof not in airport protection zone
  - ✓ (e) Wetland map
- ❑ (7) Good Faith Estimate (or like HUD form)
- ❑ (8) URA letters and proofs sent – must be below 95% of value (need signed receipt proof or signature when hand delivered)
- ❑ (9) Contingent Approval Letter (if required)
- ❑ (10) Letter from Lender Requesting Funds
- ❑ (11) Copy of Appraisal
- ❑ (12) Copy of Inspection Report - Bryan
- ❑ (13) LBP Visual Exam - Bryan
- ❑ (14) Final Approval Letter
- ❑ (15) Deed Restriction and Covenant(LURA) – 2 party contract
- ❑ (16) LBP Pamphlet Acknowledgement
- ❑ (17) Homeownership Counseling Agreement and proof of class completion
- ❑ (18) Copy of Deed
- ❑ (19) Copy of Title Search

Homebuyer Assistance Program- CDBG-DR
Reporting Certification Form
(To Be Completed for each Beneficiary Family)

INSTRUCTIONS: The organization has participated in a federal program that requires to meet certain standards. Completion of this form is voluntary and this information will be kept confidential, with access only to the grantee, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____ person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS) for income tax purposes.
2. **FAMILY INCOME: $_____.00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item (i.e. tax form showing annual income)**
3. **ELDERLY: _____ person(s)**
   Elderly: how many persons in your family are 62 years of age and over?
4. **HANDICAPPED: _____ person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities.
5. **ETHNICITY (Check one box only):** ☐ Hispanic or Latino ☐ Not Hispanic or Latino
6. **HEAD OF HOUSEHOLD:** ☐ Male ☐ Female
7. **RACIAL DESIGNATION**: (select one or more) for each household, enter the number by race.

☐ White	☐ Black/African American	☐ Asian
☐ American Indian/Alaskan Native	☐ Native Hawaiian/Other Pacific Islander	☐ American Indian/Alaskan Native & White
☐ Asian & White	☐ Black/African American & White	☐ American Indian/Alaskan Native & Black/African American
☐ Other		

Are you a first time Homebuyer? ☐ Yes ☐ No

What type of Homebuyer Counseling did you receive?

☐ None ☐ Pre-purchase ☐ Post-purchase ☐ Both

Household Type:

☐	Single Parent	☐	Two-Parent
☐	Single, Non-Elderly	☐	Elderly
☐	Other		

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and HUD."

Print Name (Head of Household)	Date
Print Name (Preparer, if applicable)	Sign Name

If you need assistance completing this form, please check with the Habitat for Humanity for assistance.

Homeowner Checklist

Information you will need to take to your lender when applying for a First Place Loan:

- Name and addresses of employer(s)
- List of all outstanding debts and credit cards
- Federal income tax returns for last three years
- Most recent pay stub(s)
- Divorce decrees, if applicable, and other documents relating to certain circumstances which may affect your financial status

For more information contact MHDC or a Certified Lender.

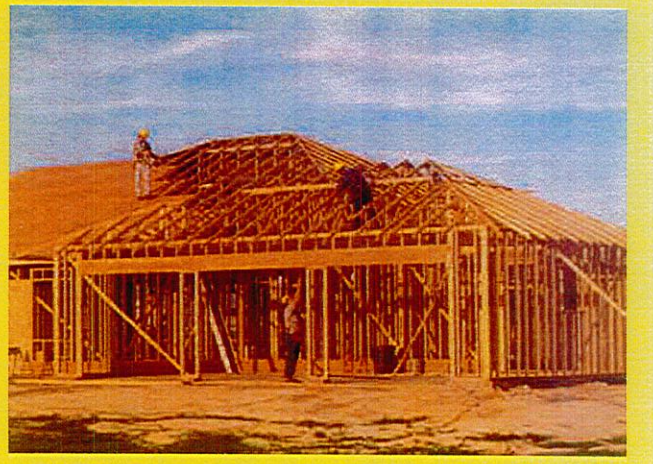
A list of Certified Lenders can be found on our website at

www.mhdc.com

Missouri Housing Development Commission
3435 Broadway
Kansas City, MO 64111

(816) 759-6600
(800) 246-7973
www.mhdc.com

MO-AID Assistance in Disasters

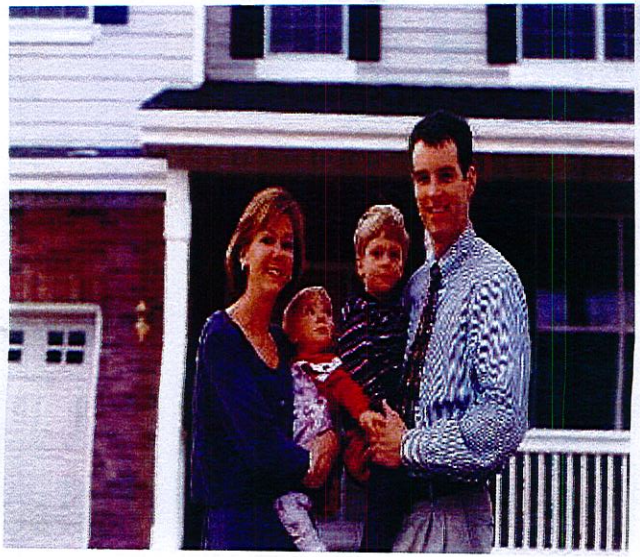


Helping Missouri Citizens Rebuild After Devastating Storms

Missouri Housing Development Commission, the state housing finance agency, offers people effected by severe storms the opportunity to purchase a home.

Available for those who:

- Have qualifying credit (minimum credit score required)
- Meet income and purchase price limits (see chart on right)
- Properties can be single-family detached homes, 1/2 duplex, semi-detached homes, condominiums, townhomes, or manufactured homes on a permanent foundation. Duplexes are eligible, provided one unit is owner-occupied and the units are at least five years old.
- For more information and program details. Borrowers should contact one of our certified lenders throughout the state. A list of them can be found at www.mhdc.com.



Current Disaster Counties:

Butler, Cape Girardeau, Howell, Jasper, McDonald, Mississippi, New Madrid, Newton, Pulaski, St. Louis County, Scott, Stoddard, Stone, Ripley and Taney Counties

Option I Program Details:

- First mortgage through MHDC
- Borrowers have the option to use cash assistance or non cash assistance which provides a lower interest rate
- 5% cash assistance loan for down payment and closing costs
- Cash assistance will be in the form of a forgivable second mortgage after occupancy of property for five years
- 30 year fixed rate mortgage (FHA, VA, USDA Rural Development, Fannie Mae qualified)
- Homes purchased must be located outside of the 100 year flood plain

Option II Program Details:

- First mortgage through a certified lender at the current market rate and term will be determined by the lender (not to exceed 30 years)
- 5% cash assistance loan for down payment and closing costs
- Cash assistance will be in the form of a second mortgage at 1% interest with a 10 year term
- Homes purchased must be located outside of the 100 year flood plain

The first-time home buyer requirements have been waived:

Purchase Price Limits	
	Price Limit
Single Unit	$305,800
Two Unit	$391,486

Household Income Limits

Household income limits are based on the total gross annual household income for all residents age 18 or older who will live in the home. Income includes wages, overtime, bonuses, commissions, child support, alimony and earnings from a second job, business and investments.

Area	Income Limit
Kansas City MSA (Counties of Caldwell, Cass, Clay, Clinton, Jackson, Lafayette, Platte and Ray)	$102,620/yr
St. Louis MSA (Counties of Franklin, Jefferson, Lincoln, St. Charles, St. Louis City, St. Louis County and Warren)	$98,560/yr
Columbia MSA (Counties of Boone & Howard)	$92,400/yr
Jefferson City MSA (Counties of Cole & Osage)	$98,000/yr
All Other Areas	$84,980/yr

Missouri Housing Development Commission

First Place Programs At-A-Glance

Last updated: June 9, 2011

www.mhdc.com

Strength, Dignity, Quality of Life
MISSOURI HOUSING DEVELOPMENT COMMISSION

	Non-Cash Assistance Loan (Non-CAL)	Cash Assistance Loan (CAL)
Program Description	Provides low-interest rate financing to first-time homebuyers that don't need down payment and closing cost assistance.	Provides 3% (of the 1st mortgage loan amount) cash assistance to first-time homebuyers for down payment and/or closing costs. 3% is provided in the form of a 2nd mortgage.
Availability of Funds	In recent years, MHDC has created funding mechanisms so that funds are continuously available.	
Eligibility	First-time homebuyer; no ownership interest in past 3 years *(see Operations Manual for exceptions)*	
Maximum Income Limits	**Kansas City MSA Counties:** *Caldwell, Cass, Clay, Clinton, Jackson, Lafayette, Platte Ray* 1-2 Person Household:$72,300 3+ Person Household: $83,145 **Jefferson City MSA Counties:** *Callaway, Cole, Osage* 1-2 Person Household: $69,000 3+ Person Household: $79350 **Columbia MSA Counties:** *Boon, Howard* 1-2 Person Household: $65,100 3+ Person Household: $74,865 **St. Louis MSA Counties:** *Franklin, Jefferson, Lincoln, St. Charles, St. Louis City/County, Warren* 1-2 Person Household: $69,500 3+ Person Household: $79,925 **All Other Areas:** 1-2 Person Household: $59,900 3+ Person Household: $68,885 *See Operations Manual for exceptions in Targeted Areas.*	
Purchase Price / Loan Amount Limits	Single Family Home: $247,032 Duplex: $316,252 *See Operations Manual for exceptions in Targeted Areas.*	
Loan Term	1st Mortgage = 30-Year Fixed Rate 2nd Mortgage = N/A	1st Mortgage = 30-Year Fixed Rate 2nd Mortgage = forgiven after 5 years of occupancy; monthly payments not required, 0% interest rate.
Loan Type	FHA (including 203k streamline), VA, USDA-RD, Conventional	
Interest Rate	Set by MHDC, check website and/or Lender Online (LOL). *Use LOL to lock rate.*	
Underwriting Guidelines (Minimum FICO, etc.)	A minimum 620 FICO is required; MHDC will allow loan recipients with < 620 if the back-end DTI does not exceed 31%. All loans must be originated and underwritten in compliance with FHA, VA, RD, FNMA or FHLMC guidelines, which may have a minimum FICO requirement > 620.	
Fees	a) No upfront origination fees or discount points allowed. See section 5-1 of Operations Manual for additional details. b) *Settlement/Closing Fees:* Max $250 for buyer & $250 for seller (allowed only when paid to a third party). d) *Purchase Review Fee* : $85 must be collected on each first mortgage; will be collected by MHDC's master servicer upon purchase of the mortgage. d) *Application/Processing Fee:* May charge an "application/processing" fee of up to $350 on first mortgage. If collected, lender must provide documentation to MHDC verifying the fee was a joint "application/processing" fee. e) *203k streamline:* May collect up to a $250 processing fee.	
Forms	See Lender Online (LOL) for appropriate forms required.	See Lender Online (LOL) for appropriate forms required. *Note that 2nd mortgage HUD-1 and GFE is required.*
Recapture Tax	Applies to recipients in a limited number of cases; for it to apply all of the following conditions must be met: a) Sell home within 9 yrs, make a net profit on the sale, and household income must increase at least 5% each yr (on avg).	

Visit www.mhdc.com to view the MHDC Operations Manual and sign-up to receive program updates via email.

This document is intended for the use of mortgage lending professionals only and is not a commitment to lend.

WELCOME HOME PROGRAM

HELPING BUILD NEW HOMES
FOR THE CITY OF JOPLIN

EQUAL HOUSING
OPPORTUNITY

PRINCIPAL REDUCTION PROGRAM

INSTRUCTIONS FOR APPLICATION

STEP 1: Read the instructions for this application and the Frequently Asked Questions (FAQ). They contain important information about documents to be submitted, definitions and explanations of sections, and how to complete and submit this application.

STEP 2: Please use BLUE or BLACK ink. Do not use pencil or other colors of ink. Please write legibly.

STEP 3: Submit the completed and signed application with all required attachments.

---

1. **APPLICANT INFORMATION**: Provide your legal name, an address where you receive your mail, an email address (if applicable), your date of birth, and your marital status.

2. **CO-APPLICANT INFORMATION**: For members of the household who were 18 years or older and were living with you at the time of the storm, please list this individual as your Co-Applicant.

3. **HOUSEHOLD COMPOSITION AND CHARACTERISTICS**: As of today, list the current Head of Household and all other members of the household. Indicate the date of birth, gender, and social security number of all members of the household.

4. **HEAD OF HOUSEHOLD**: Information regarding race and ethnicity is requested.

5. **OTHER ASSISTANCE RECEIVED**: Provide all information concerning property insurance, FEMA, SBA, or any other type of related DISASTER RECOVERY assistance.

6. **INCOME INFORMATION**: Provide us with information on all household income sources. Income includes the following: Wages, salaries and tips, alimony, child support, military income, part-time income, temporary income, TANF, Retirement Income, Social Security, other benefits, and other income. Food stamps are NOT considered income.

7. **ASSET INFORMATION**: Provide the requested information on any property you may own. Examples of what constitutes assets are in this application.

8. **APPLICANT CERTIFICATION**: Certify that all information in the application is true, to the best of your knowledge. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

9. **ELIGIBILITY RELEASE**: It is required that you sign this form, which allows the PROGRAM ADMINISTRATOR to request information from Third Parties concerning your eligibility and participation in this program.

INTAKE APPLICATION

Frequently Asked Questions (FAQ)

The application asks for my "Current Address."

We would like to know where you can be reached. It may or may not be the home that was damaged. Specific information on your damaged property is requested elsewhere in the application.

If I apply, are co-applicants required?

All adults who will be residing in the home after completion of this program co-sign the application. Co-applicants may include a spouse, partner, children (above 18) or other adults.

If approved, do I have to pay back the funds used to build my home?

Possibly, there will be a "Primary Residency Retention Period" that will stipulate if the home is sold within a period of time after construction is completed, the principal reduction funds or part have to be paid back.

If approved, will I be required to purchase insurance for my home?

Yes, you will be required to obtain and maintain property and hazard insurance. You may choose the insurance company that you want to use.

What happens if I have spent the proceeds I received from FEMA, SBA, or Insurance?

The answer to this question depends on the intended purpose of these funds as stated in their award letters and how such funds were actually spent.

How should I fill out the income section of the application if I receive income from several sources?

Do the best you can and tell us as much information as possible because we are required to verify income. However, your income will not necessarily disqualify you from participating.

What items should I attach to the application?

(1) FEMA Award/Denial Letter
(2) SBA Award/Denial Letter (if applicable)
(3) Private Insurance Letter (or letter stating you do not have insurance)
(4) Copy of Applicant's Driver's License or ID card and copy of Social Security Card
(5) Proof of income
(6) Six months of bank statements
(7) Last three consecutive months (90 days) of pay check stubs
(8) Last three years W2's and 1040's (federal income taxes)
(9) Current copy of social security statement/award letter
(10) Current copy of retirement/pension statements (if applicable), and
(11) Current copy of unemployment statement (if applicable).

WELCOME HOME PROGRAM APPLICATION

EQUAL HOUSING OPPORTUNITY

WELCOME HOME PROGRAM	Contract Number:
Application Received by:	Date/Time Application Received:

↑ For OFFICE Use Only ↑

1. APPLICANT INFORMATION:

Last Name:	First Name:	Middle Name:
Current Address:		
City, State, Zip:		
Home Phone:	Daytime Telephone:	Cell Phone:
Email Address:		
Date of Birth:	Social Security Number:	
Marital Status: □ Married □ Single □ Divorced □ Widowed		
Is there anyone in your household that is disabled?	□ Yes □ No	

2. CO- APPLICANT INFORMATION (if applicable)

Last Name	First Name	Middle Name:
Current Address:		
City, State, Zip:		
Home Phone:	Daytime Telephone:	Cell Phone:
Email Address:		
Date of Birth:	Social Security Number:	

3. HOUSEHOLD COMPOSITION AND CHARACTERISTICS – As of today, list the Head of Household and all other members of the household. Indicate the relationship of each family member to the Head of Household.

Household Member Name	Relationship to Head of HH	Date of Birth	Sex	Social Security Number
	Head of Household			

In the next twelve (12) months, are you expecting any additional household members? ☐ **Yes** ☐ **No**

4. HEAD of HOUSEHOLD (check one) – THIS INFORMATION IS REQUIRED.
It is being collected to ensure compliance with federal Fair Housing and Equal Opportunity regulations.

Race of Head of Household:

- ☐ White
- ☐ Asian
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ Black/African American and White
- ☐ American Indian/Alaska Native and Black/African American
- ☐ Black/African American
- ☐ American Indian/Alaska Native
- ☐ Asian and White
- ☐ American Indian/Alaska Native and White
- ☐ Other Multi Racial

Ethnicity of Head of Household:

- ☐ Hispanic – A person of Mexican, Cuban, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. Terms such as "Latino" or "Spanish Origin" apply to this category.
- ☐ Non-Hispanic – A person not of Mexican, Cuban, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

5. OTHER ASSISTANCE RECEIVED

List all other sources of financial or housing assistance received (local, state, federal, and private sources). List all insurance companies currently covering your real property.

Have you applied for any storm-related assistance for damage to your home from any source (local, state, federal, private)? If yes, proceed with this section. If no, proceed to the income section. ☐ Yes ☐ No

By signing this application, the applicant authorizes the state or any of its duly authorized representatives to verify the information contained herein, including this section. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

FEMA

Have you received any storm related assistance from FEMA? ☐ Yes ☐ No

Amount Approved: $_____ Amount, if any, Received to Date: $_____

What is your FEMA Registration No(s)?
1) _ _ _ _ _ _ _ _ _ 2) _ _ _ _ _ _ _ _ _

SBA

Have you received any storm-related assistance from the SBA for damage to your home? ☐ Yes ☐ No

Amount Approved: $_____ Amount, if any, Received to Date: $_____

What is your SBA Application No.? _ _ _ _ _ _ _ _ _ _
What is your SBA Loan No.? _ _ _ _ _ _ _ _ _

INSURANCE

If you owned your home were you carrying Homeowner's Insurance at the time of the storm? ☐ Yes ☐ No
If "Yes", what type: □ Windstorm □ Flood □ Contents □ Other (portable buildings, etc.)

☐ Insurance coverage in effect 5/22/2011 - _____
Claim received: $_____
Purpose: _____

☐ Insurance coverage currently in effect - _____
Type: (fire, flood, wind, etc.): _____

Are you involved in a lawsuit against your Insurance company? ☐ Yes ☐ No

6. INCOME INFORMATION

Includes: Wages, salaries, tips, alimony, child support, military income, part-time income, temporary income, TANF, Social Security, retirement benefits, other benefits, and other income.

FOOD STAMPS ARE NOT CONSIDERED INCOME – do not list food stamps.

List ALL household members and their incomes. Attach a separate sheet if you need more space.

Household Member Name	Full Time Student?	Source of Income (include employer name and phone number)	Rate of Pay	Payment Basis (weekly, monthly, etc.)

7. ASSET INFORMATION

Do you own any other real estate? □ No □ Yes If "Yes", where:_____ (County/State)

Do you have a mortgage on the primary residence? □ No □ Yes If "Yes", what is the current balance owed on the mortgage? _____. Are payments up to date? □ No □ Yes

Is your primary residence currently in foreclosure? □ No □ Yes

List below the types and sources of any household assets. Provide both the current cash value and the estimated annual income from the asset. (A listing of examples is on the next page.)

Household Member Name	Type & Source of Asset	Case Value of Asset	Annual Income From Asset

Types of Assets

Typical assets include:

- Cash held in savings, checking accounts, safe deposit boxes, homes, etc.;
- Stocks, bonds, treasury bills, CDS, mutual funds, money market accounts, and other investment accounts;
- Individual retirement accounts, 401(k), Keogh accounts, and other similar retirement savings accounts;
- Cash value of life insurance policies available to the holder before death;
- Personal property that is held for investment purposes;
- Equity in real property;
- Retirement and pension funds;
- Mineral rights; and
- Mortgage or deeds of trust held by the applicant

Some items of personal property are ***NOT*** counted as assets for the purposes of determining annual income:

- Automobiles;
- Jewelry; and/or
- Term life insurance policies

ALL BLANKS MUST BE COMPLETED OR HAVE "N/A" WRITTEN IN. THE APPLICATION MUST BE SIGNED BY ALL PERSONS LISTED ON THE DEED.

8. APPLICANT CERTIFICATION	
I/We understand the information provided above is collected to determine if I/we are eligible to receive assistance. I/We hereby certify that all the information provided herein is true and correct. I/We understand that providing false statements or information is grounds for termination of housing assistance and is punishable under federal law. I/We authorize the above-referenced Program Administrator and any of its duly authorized representatives to verify all information provided on this application.	
Signature of Applicant:	**Date**
Signature of Co-Applicant:	**Date**
Warning: **Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.**	



9. ELIGIBILITY RELEASE

	Contract Number:
Applicant Name:	
Applicant Address:	

Instructions to Applicant: Your signature on this *Eligibility Release*, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named Program Administrator to obtain information from a third party regarding your eligibility and continued participation in the Principle Reduction Program.

Privacy Act Notice Statement: This program requires the collection of the information listed in this form to determine an applicant's eligibility for the Program. This information will be used to establish the level of benefits for which the applicant is eligible and to verify the accuracy of the information furnished. Information received from an applicant or as a result of verifying an applicant's eligibility may be released to appropriate Federal, State, and local agencies or, when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in delay or rejection of your eligibility approval. The Program Administrator is authorized to ask for this information under the National Affordable Housing Act of 1990.

Each adult member of the household must sign this Eligibility Release prior to the receipt of benefits to establish continued eligibility.

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. If a copy of a tax return is needed, IRS Form 4506, "Request for a Copy of Tax Form" must be prepared and signed separately.

(Eligibility Release Continued on the next Page)

Information Covered: **Inquiries may be may be made about items initialed below by the applicant.**		
Description	Verification Required	Initials of Applicants
Income (all sources)	X	
Assets (all sources)	X	
Other (list): Credit Report;	X	
Dependent Income: ☐ **Full-time Student**	X	

Applicant's Authorization:

I authorize the Program Administrator to obtain information about me and my household that is pertinent to determining my eligibility for participation in the Program. I acknowledge that:
(1) A photocopy of this form is as valid as the original; AND
(2) I have the right to review information received using this form; AND
(3) I have the right to a copy of information provided to the Program Administrator and to request correction of any information I believe to be inaccurate; AND
(4) All adult household members will sign this form and cooperate with the Administrator in the eligibility verification process.

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Signatures:

Signature - Head of Household	**Printed Name**	**Date**
Signature – Other Adult Household Member	**Printed Name**	**Date**
Signature – Other Adult Household Member	**Printed Name**	**Date**
Signature – Other Adult Household Member	**Printed Name**	**Date**
Signature – Other Adult Household Member	**Printed Name**	**Date**

PLEASE PROVIDE THE INFORMATION LISTED BELOW TO ENSURE THAT YOUR APPLICATION WILL BE PROCESSED IN AN EXPEDITED MANNER

- Completed Application
- Properly executed Eligibility Release Form
- FEMA Award/Denial Letter (if applicable)
- Small Business Administration (SBA) Award/Denial Letter (if applicable)
- Copy of the applicant's driver's license (or a state issued photo ID) and copy of Social Security Card
- Provide any and all proof of income for individuals that live at the property or will live at the property and that are over the age of 18
- Provide any and all written proof of income for everyone in the household.
- Please provide the **originals** of the application and **Eligibility Release Forms**
- Please provide 6 months of bank statements
- Last 3 consecutive months of pay check stubs
- Last 3 years of W2 forms
- Last 3 years of 1040's, Federal Income Tax Statements
- Current copy of social security statement/award letter
- Current copy of retirement/pension statements; and
- Current copy of unemployment statement
- Child support verification if applicable
- Divorce decree as applicable to support income received or child support to pay out
- Proof of any other income source if not previously listed.

NOTE: Please be aware that you may be required to provide some information more than one time throughout the eligibility process. We apologize for this inconvenience, however, circumstances may change throughout this process and we must have the most current information at all times.

*Not all of the above information will be needed for each mortgage application and will vary according to the lending program best suited for the applicant. This list represents most of the requirements for the various lending programs that will be available through the applicant's choice of lender.

Please return the application along with the above documents to your advocate.

RESOLUTION NO. 2013-015

A RESOLUTION authorizing the establishment of the Principle Reduction Program for the purpose generally of assisting qualifying persons in acquiring single family residences within the zone of the 2011 tornado.

WHEREAS, on May 22, 2011, the City of Joplin was devastated by an EF-5 tornado; and,

WHEREAS, within the path of the tornado, 7,500 single family residences were seriously damaged or destroyed; and,

WHEREAS, the Council of the City of Joplin wished to provide funding to assist qualifying residents in purchasing single family homes within the disaster zone.

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

Section 1. That the City of Joplin commence a Principal Reduction Program to provide financial and advisory assistance to potential homebuyers.

Section 2. That the Principle Reduction Program as described and defined in the attached Exhibit "A" be, and the same is, hereby approved.

Section 3. That the City Manager is hereby authorized to promulgate such rules as required to implement the Plan provided such rules are consistent with any applicable State and Federal Statutes and Regulations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 15, 2013

Item: COUNCIL BILL NO. 2013-178
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2013- 178
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Steve Cope MSC Date: 3.27.2013
Department Head: David Hertzberg DKH Date: 4/8/13
Finance Department: Leslie Jones LJ Date: 4-9-13
City Attorney: Brian Head BWH Date: 4/9/13
City Manager: R. Mark Rohr RMR Date: 4-9-13

Recommended Action: Approval of Contract with Nelson Tree Service to remove the structures and any remaining debris including foundation and footings located at 929 S. PICHER

Summary: The above listed address was "tagged" as a dangerous building on November 15, 2012. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). March 22, 2013 an advertisement for bids began in the Joplin Globe with bids being received on March 27, 2013. At that time bids were received as follows:

Big John's	$ 3,900.00
B & D Yard builders	$ 2,639.00
Nelson Tree Service	$ 1,800.00

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

Staff recommends that the demolition contract be awarded to Nelson Tree Service.

COUNCIL BILL NO. 2013 – 178 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Tree Service for the demolition of the structure(s) and clearing of lot area located at 929 Picher Ave in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred and 00/100 Dollar ($ 1,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Tree Service in the amount of One Thousand Eight Hundred and 00/100 Dollars ($ 1,800.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 929 Picher Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 929 S. Picher and legally described as:

ALL OF LOT NUMBERED FORTY (40) IN BYERS AND MURPHY'S 2ND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

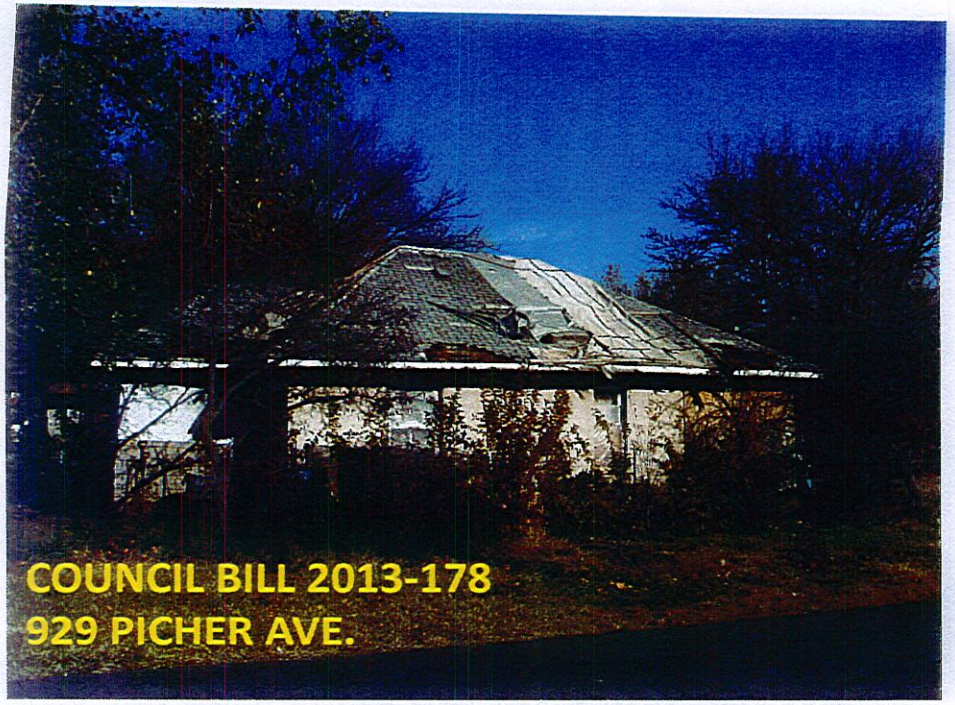
_____, 2013, by a _____ vote.

_____
Melodee Colbert Kean - Mayor

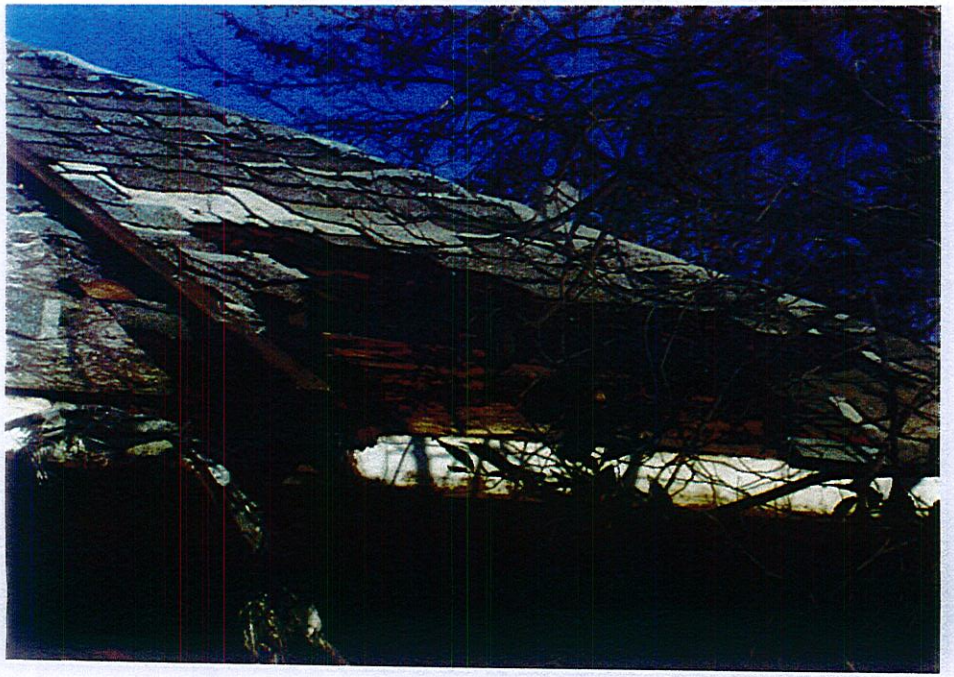
ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Brian W. Head - City Attorney


COUNCIL BILL 2013-178
929 PICHER AVE.







CLOSING DATE:	27-Mar-2013	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, K. Newhouse
DEMOLITION BIDS		LOCATION:	929 S. Picher Ave.

COMPANY	BIDS
B & D Yard Builders	$2,639.00
Big John's	$3,900.00
Nelson's Tree Service	$1,800.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 15, 2013
Council Bill No. 2013-179

Item: Consultant Agreement, South Joplin Area Transportation Studies
Originating Department: Planning & Community Development

Attachments: 1) Location Map
2) Agreement
3) Council Bill No. 2013-179

Planning & Comm. Dev. Director: Troy Bolander TB	Date: 4/8/13
Department Head: David Hertzberg DWH	Date: 4/8/13
City Attorney: Brian Head BWH	Date: 4/9/13
City Manager: Mark Rohr MR	Date: 4-9-13
Finance Department: Leslie Haase LH	Date: 4-9-13

Recommended Action: Approval of Consultant Agreement with CJW Transportation Consultants, LLC not to exceed the amount of $41,794.00 for professional transportation planning services for the South Joplin Area Transportation Study Area, generally bounded by Interstate 44 to 50th Street and Hearnes Boulevard to S. Range Line Road.

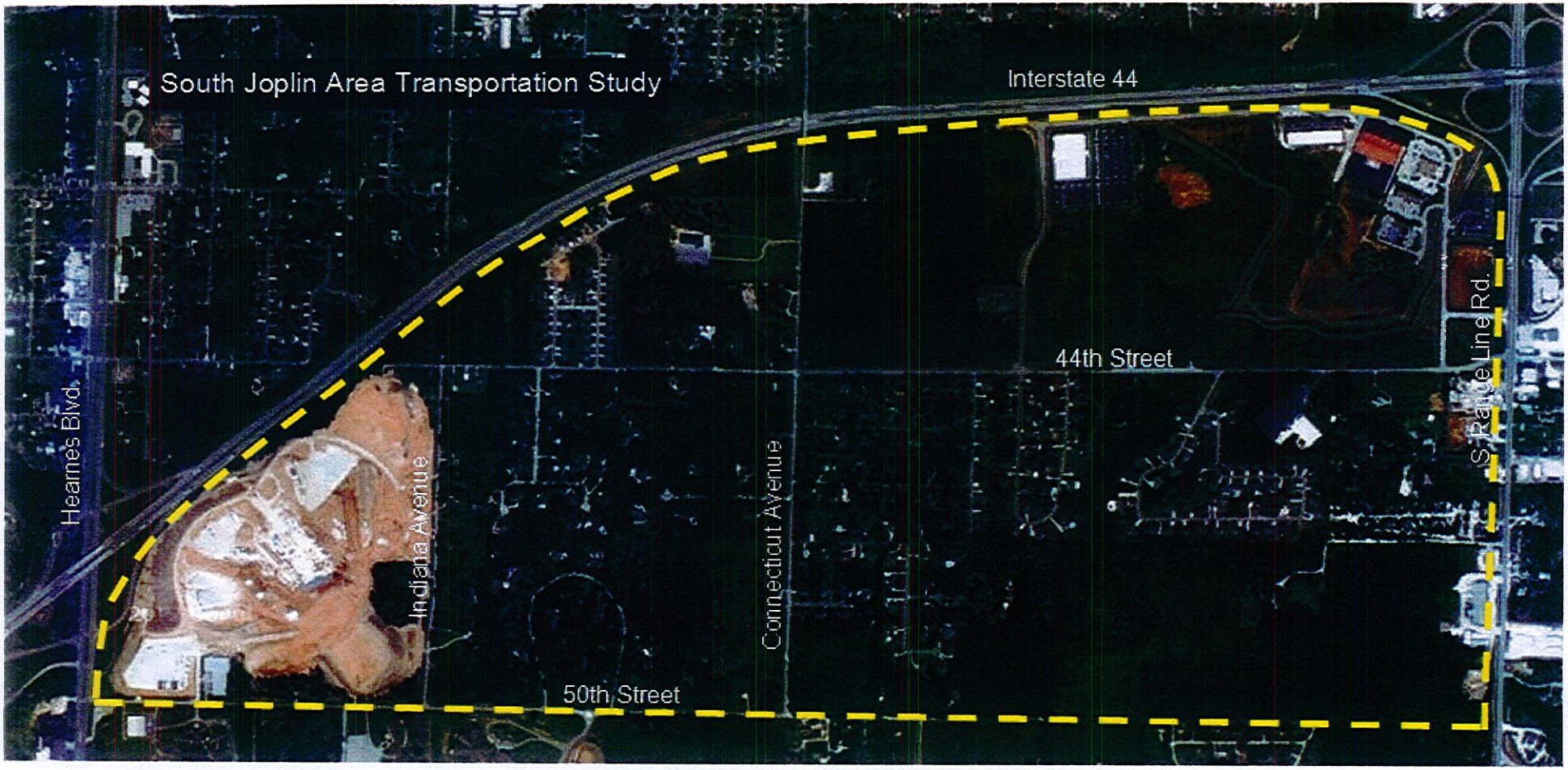
Background: A transportation study for the South Joplin area has been included in the Unified Planning Work Program (UPWP), which was adopted by the JATSO (Joplin Area Transportation Study Organization) in both the 2012 and 2013 work program. The area included in the transportation study is projected to continue to develop with the relocation of Mercy Hospital and planned commercial and residential developments.

It is anticipated that traffic counts will increase due to new development, which will require expansion to the existing network. Streets that will likely be impacted include: 44th Street, 50th Street, Connecticut Avenue, and Indiana Avenue. Currently, 50th Street and Indiana Avenue are being widened to two-lane with center turn lane for Mercy. A roundabout will be constructed at the intersection of Hearnes Boulevard and 50th Street.

The consultant will identify and examine challenges facing the existing roads and bridges in the study area and recommend solutions for increased capacity.

Discussion: City staff requested and received qualifications from three transportation planning firms for professional planning services. The staff recommends CJW Transportation Consultants, LLC to provide the service. Attached is the consultant agreement with the scope of work and projected costs. This includes a not to exceed amount of $41,794.00 which falls within industry standards for consulting costs.

Recommendation: Consultant Agreement with CJW Transportation Consultants, LLC not to exceed the amount of $41,794.00 for professional planning services for the South Joplin Area Transportation Study Area, generally bounded by Interstate 44 to 50th Street, and Hearnes Boulevard to S. Range Line Road.


South Joplin Area Transportation Study
Interstate 44
44th Street
50th Street
Hearnes Blvd.
Indiana Avenue
Connecticut Avenue
S. Range Line Rd.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Joplin ("Owner")

and

CJW Transportation Consultants, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Interstate 44 to 50th Street Study Area ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Identify and examine challenges facing the current roadways and bridges in the area south of Interstate 44 between Hearnes Boulevard and Range Line Road in Joplin, Missouri and recommend solutions for capacity expansion.

Task 1.1 Project Management
Task 1.2 Digital Base Mapping / Development
Task 1.3 Corridor Planning & Transportation Plan Development

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period:

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ___ months. If the actual time

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to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice;

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provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

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5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full

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payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or

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oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

Task	Hours	Cost
Task 1.1 Project Management	**12**	**$1,540.00**
Task 1.2 Digital Base Mapping / Development	**74**	**$5,050.00**
Task 1.3 Corridor Planning & Transportation Plan Development	**278**	**$33,704.00**
Reimbursable Expenses		**$1,500.00**
TOTAL	**364**	**$41,794.00**

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be $ 41,794.00 .

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Engineer's Fee Proposal

Appendix 3, Engineer's Certificate of Insurance

Appendix 4, Engineer's E-verify

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Joplin	ENGINEER: CJW Transportation Consultants, LLC
By:	By: C. Jay Wynn, PE, PTOE
David Hertzberg, PE	
Title: Public Works Director	Title: Owner / President
Date Signed:	Date Signed: 4-5-13
	Engineer License or Firm's Certificate Number: 027249
	State of: Missouri
Address for giving notices:	Address for giving notices:
602 S. Main Street	5051 S. National Avenue, Suite 4-110
Joplin, Missouri 64801	Springfield, Missouri 65810

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SCOPE OF SERVICES

Joplin Metropolitan Transportation Studies
South of I-44 to 50th Street between Hearnes Boulevard and Range Line Road

Services Provided by CJW:

CJW shall provide Professional Traffic Engineering Services for the above study area. The issues are to identify and examine the existing transportation network and recommend solutions for capacity expansion. Including

Task 1.1 Project Management

· Project Management
· Quality Assurance/Quality Control

Task 1.1.1 *Project Management* – General Administration of Project

Task 1.1.2 *Quality Assurance/Quality Control* – All documents will be reviewed 35%, 70%, and at 90%.

Task 1.2 Digital Base Map Development

· Research & Planning, and Identification of Property Owners in Study Area
· Site Reconnaissance and Boundary Determination
· Locate R/W, Utilities, & Corners of Private Parcels

Task 1.2.1 *Research & Planning and Identification of Property Owners* – utilizing Assessors information and City provided information

Task 1.2.2 *Site Reconnaissance and Boundary Determination* - Conduct field investigations and surveys, where necessary, to complete the conceptual design layouts. This will include utilization of Assessors information.

Task 1.2.3 *Locate R/W, Utilities, & Corners of Private Parcels* – Utilizing existing information, where necessary, to complete the conceptual design layouts. This will include utilization of Assessors information.

Task 1.3 Corridor Planning & Transportation Plan Development

· Research and Review Existing Information
· Data Collection

· Traffic Projections
· Traffic Model Development
· Identification of Network Deficiencies
· Development and Analysis of Proposed Improvements
· Determination of Recommended Capacity Improvements
· Study Report and Documentation
· Presentation of Final Recommendations

Task 1.3.1 *Research and Review Existing Information* - The CJW Team will meet with City and MoDOT staff to identify any available information and data relevant to existing conditions and proposed development and transportation improvements in the study area. Such information may include the I-44/Hearnes Boulevard Interchange Improvement design plans, traffic impact studies (including Mercy Hospital), current zoning, planned developments, existing and planned transit services, roadway classifications, planned roadway and traffic control improvements, major traffic generators, etc.

Task 1.3.2. *Data Collection* - Supplemental traffic data will be collected including 24-hour mainline volumes, speeds, vehicle classifications, and intersection peak hour turning movement counts. Existing roadway and intersection data will be collected including lane use, storage lengths, posted speed limits, and intersection traffic control.

Task 1.3.3. *Traffic Projections* - Based on historical growth rates, planned developments, 2030 projections included in the JATSO Long Range Transportation plan and existing TransCAD travel demand model, design year traffic volume projections will be developed for analysis.

Task 1.3.4 Traffic Model Development - A traffic model will be developed for the study area roadway network using Syncho macro-simulation modeling software. The base model will be produced for analysis of existing conditions and a separate model will be developed for design year no-build and each improvement alternative.
Task 1.3.5 *Identification of Network Deficiencies* - Roadway and intersection capacity analyses will be performed to identify existing and projected design year deficiencies in traffic operations. Measures of effectiveness will include arterial and intersection delay, volume to capacity ratio, and level of service (LOS). Deficiencies will be noted by roadway segment, overall intersection, and by intersection approach.

Task 1.3.6 *Development and Analysis of Proposed Improvements* –Develop and analyze alternative capacity improvements and combination of improvements that will address each deficiency identified in Task 1.3.5. Planning level design, construction, utility, and right-of-way acquisition costs will be estimated for each improvement alternative.

Task 1.3.7 Determination of Recommended Capacity Improvements - Based on a comparative benefit/cost analysis, and with input from City staff, a list of preferred alternatives will be developed for transportation improvements within the study area.

Task 1.3.8 Study Report and Documentation - A report will be produced that documents in detail the study process, identification of needs, alternatives considered, analysis results, and recommendations. A preliminary report will be provided for City staff review and comments/revisions will be incorporated in a Final Report that will be provided in hardcopy and electronic format with appendices and traffic model files.

Task 1.3.9 Presentation of Final Recommendation - Present the findings and final recommendations to City Staff.

Deliverables:

Engineering drawings shall be produced and delivered in CD or other electronic format, specified by the City, unless otherwise requested by the City the deliverables for the intersection will include the following:

One data CD containing AutoCAD electronic files of all plan sheets, and electronic files of Engineer's Cost Estimate, and Reports.

All drawings and documents to be sent directly to the City of Joplin in a timely manner.

Services Provided by City:

1. The City will provide existing documentation to the CJW, as necessary, which may be useful in completing the project. As a minimum the City will provide:

    a. Arial photo of project area
    b. 2-foot contours of project area
    c. Subdivision plats within project area
    d. Existing traffic information, pertinent reports, and documents

2. The City will meet with the Engineer prior to starting the project, at least once during each phase of the Study and be available throughout the project to otherwise communicate with the Engineer,

SCHEDULE

It is understood and agreed:

1. CJW shall start the performance of the services within 10 days of receipt of Notice to Proceed.
2. Task 1.2. – Completed by May 17, 2013
3. Task 1.3 - Completed by – June 28, 2013

COUNCIL BILL NO. 2013- 179 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with CJW Transportation Consultants, LLC to provide professional transportation planning services for the South Joplin Area Transportation Study, not to exceed Forty One Thousand Seven Hundred Ninety Four No/100 Dollars ($41,794.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and CJW Transportation Consultants, LLC to provide professional transportation planning services for the South Joplin Area Transportation Study, not to exceed Forty One Thousand Seven Hundred Ninety Four No/100 Dollars ($41,794.00).

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Keen, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 15, 2013

Item: Administration Contract for CDBG-Disaster Recovery
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Budget
2) Engagement Letter/Contract with Appendices A & B (Exhibit A)
3) Council Bill No. 2013-401

Department Head: David Hertzberg DH	Date: 4/8/13
Planning & Community Development Manager: Troy Bolander TB	Date: 4/8/13
Finance Department: Leslie Jones LJ	Date: 4-9-13
City Attorney: Brian Head BH	Date: 4-9-13
City Manager: Mark Rohr MR	Date: 4-9-13

Recommended Action: Approval of Council Bill No. 2013-401

DISCUSSION:

The following Council Bill is an agreement between the City of Joplin and Deloitte FAS for the Administration Services related to the City's Community Development Block Grant – Disaster Recovery Funds. The Council had previously approved the Action Plan for programs related to the initial $45 Million award from the Department of Housing and Urban Development (HUD). This initial Action Plan included funding for Consultant Administrative Costs.

This agreement is the result of a Request for Proposal process that was conducted by a four member selection committee comprised of City Staff. Proposals were received by six consulting firms and scored independently by the selection committee. The top three firms were then interviewed and ranked based on the combination of their written proposals, interview, and references. A consensus was reached by the selection committee and negotiations commenced which resulted in the attached agreement.

The agreement outlines the following phases of the project: Phase I – Kickoff and Coordination, Phase II- Program & System Design, Phase III- Program Implementation, Phase IV- Oversight and Support, Phase V- Compliance Monitoring, and Phase VI- Change Management.

This agreement will result in the award of $1,514,856.00 to Deloitte Financial Advisory Services LLP ("Deloitte FAS") for the services requested to administer the $45 Million CDBG-DR program. This amount represents approximately 3% of the total award costs which falls within the HUD restrictions of a maximum 5% cost related to administration.

City Staff recommends the approval of this Council Bill.

VI. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Proposed Budget

Infrastructure Activities	
Sidewalk Reconstruction/Construction	$ 2,500,000.00
Trail Construction	$ 2,000,000.00
Tree Planting	$ 2,000,000.00
Sub Total	**$ 6,500,000.00**
Economic Development	
SPARK – Performing Arts/Depot Renovation	$ 5,390,000.00
Sub Total	**$ 5,390,000.00**
Housing Activities	
Single Family Homeownership Direct Assistance (Safe Rooms Included in New Construction Activities)	$12,750,000.00
Mixed-Income Multi-family Residential	$ 9,000,000.00
Single Family Rehabilitation	$ 1,500,000.00
Land Acquisition/Assemblage	$ 8,000,000.00
Sub Total	**$ 31,250,000.00**
Program Administration Activities	
City of Joplin Administrative Costs Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	$ 452,667.09
Consultant Administrative Costs Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $2,263,335.45)**	$ 1,674,041.91
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 2,126,709.00**
TOTAL CDBG-DR AWARD	**$ 45,266,709.00**

EXHIBIT A

Engagement Letter (Contract)
Appendix A
Appendix B

Deloitte.

Deloitte Financial Advisory Services LLP
Suite 1200
1001 G Street NW
Washington, DC 20001
USA

Tel: (202) 378-5100
www.deloitte.com

City of Joplin, Missouri

April 4, 2013

Mr. Troy Bolander, Manager
Planning and Community Development
City of Joplin
602 S. Main St.
Joplin, MO 64801

Re: Provide General Grant Administration and Program Management Services to City of Joplin

Dear Mr. Bolander:

Thank you for the selecting Deloitte Financial Advisory Services LLP ("Deloitte FAS") to support the City of Joplin, Missouri's ("City") recovery from the 2011 tornado disaster.

This letter sets forth the agreement between the City of Joplin, Missouri and Deloitte Financial Advisory Services LLP (Deloitte FAS), effective as of March 19, 2013. Our proposed scope of work, tasks, hourly rates, billing arrangements, schedule and assumptions are provided in Appendix (A) to this letter and are subject to the general business terms provided in Appendix (B) to this letter. Each of Appendix A and Appendix B are incorporated into this letter and made a part hereof. Deloitte FAS will provide observations, advice and recommendations. The City will be solely responsible for making all decisions on recommendations and advice provided as part of this engagement. Our services shall not constitute an engagement to provide audit, compilation, review or attestation services as described in the pronouncements of the AICPA or any successor body. Therefore, we will not express an opinion or other form of assurance with respect to the City's system of internal controls over financial reporting or its compliance with laws, regulations or other matters. Any communications to you concerning the City's controls will require management's independent assessment, as management is responsible for, among other things, establishing and maintaining effective internal control over financial reporting and for identifying the laws and regulations applicable to the City's activities and ensuring compliance therewith.

We call your attention to the possibility that other professionals may perform procedures concerning the same information or data, and perhaps the same accounts and records, and reach different findings than Deloitte FAS for a variety of reasons, including the possibilities that additional or different information or data might be provided to them that was not provided to Deloitte FAS, that they might perform different procedures than did Deloitte FAS, or that professional judgments concerning complex, unusual, or poorly documented transactions may differ.

We performed an internal search for any potential City of Joplin, Missouri conflicts (the "Conflicts Search") based upon the names of the parties that you have provided (Involved Parties). Nothing has come to our attention that, in our judgment, would impair our ability to objectively serve you in this Engagement. Except for the Conflicts Search, we have not undertaken any process to identify any other relationships. The City of Joplin, Missouri agrees that it will inform us promptly of additional parties to this matter or of name changes for those parties whose names were provided by the City.

City of Joplin, Missouri

April 4, 2013

As you know, Deloitte FAS and its affiliates have many clients and we are engaged by new clients every day. Therefore, we cannot assure that, following the completion of our Conflicts Search, an engagement relating to one or more of the Involved Parties will not be accepted. Should any potential conflict come to the attention of our Engagement Partner, we will endeavor to resolve such potential conflict and will determine what action needs to be taken.

I will participate as Engagement Partner, maintaining overall responsibility for the engagement on behalf of Deloitte FAS, in this role I will be assisted on a day-to-day basis by my Partner, Greg Arend, and also as needed by another one of my Partners, Mark Pighini. Chuck Banks will be responsible for the day-to-day management of the Engagement. Technical support will be performed by , Brad Anthony, Kevin Sheriff, Gaurav Menon, Brian McDonald, Janet Hale, Kathryn Schwerdtfeger, David Sarabacha, Jan Lane, Scott Huntsman, Thomas Cooley, Jeffery Johnson, John Joines, Clayton Cristy, Steven Lett, Steve Lewis and others as required.

We bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Our per-hour billing rates are provided below. The estimated budget for this engagement is $1,514,856.00. Deloitte FAS agrees to not exceed this estimated budget amount without the prior approval of the City.

Role	Hourly Rate
Partner, Principal, Director	$242
Senior Manager	$215
Senior Staff	$161
Junior Staff	$136
ESC Functional Lead	$125
TSE Functional Lead	$125

We anticipate the hours provided in our budget to be allocated by phase of the Engagement as follows [Note: the below percentage allocation are estimates that will refined over the course of the Engagement]:

Phase	% of Hours
Phase I - Kick-off and Coordination	5%
Phase II - Program & System Design	10%
Phase III - Program Implementation	10%
Phase IV – Oversight & Support	30%
Phase V – Compliance Monitoring	30%
Phase VI – Change Management	15%

The scope of our services, as well as the complexity and duration of this Engagement, can vary greatly due to circumstances which may not be anticipated. Our fees and expenses are not contingent upon the

final resolution of the matters that are the subject of this Engagement. If it is agreed that we will act as an expert witness, it is our normal practice that we be paid in full for all work performed to date prior to our issuance of any report and/or providing testimony. Under no circumstances shall Deloitte FAS be required to provide services in excess of the mutually agreed-to budget estimate.

In addition, we will be compensated for any time and expenses (including, without limitation, reasonable legal fees and expenses) that we may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings (including, without limitation, those unrelated to the matters that are the subject of this Engagement) as a result of Deloitte FAS' performance of these services.

* * * * *

If you agree to the terms of this letter together, with the attached Appendices, please sign the enclosed copy of this letter in the space provided and return it to me. If you have any questions, please call me at (202) 378-5002. We appreciate the opportunity to work for you and look forward to your prompt response.

Very truly yours,

DELOITTE FINANCIAL ADVISORY SERVICES LLP

By: 

James "Chip" Cottrell,
Partner,
National Resiliency and Recovery Leader
Deloitte Financial Advisory Services LLP

Encl.

Accepted by: City of Joplin, Missouri

By: _____

Title: _____

Date: _____

Deloitte Financial Advisory Services LLP
Suite 1200
1001 G Street NW
Washington, DC 20001
USA
Tel: (202) 378-5100
www.deloitte.com

Appendix (A)
STATEMENT OF WORK
City of Joplin, Missouri

I. PROJECT DESCRIPTION

The objective of the **City of Joplin Project** ("**Project**") is for Deloitte FAS to assist the City with General Grant Administration and Program Management Services for a recently issued Community Development Block Grant – Disaster Recovery (CDBG-DR). Deloitte FAS will assist the City to manage a multi-faceted disaster recovery program that incorporates CDBG-DR funds, along with other public and private sector funds.

Deloitte FAS will provide the following services more fully described in Section II:

1. The ability to collaborate with the City's Master Developer and/or other partners on any project involving CDBG-DR funds.
2. Portfolio Management processes and tools for organizing and managing CDBG programs and funds.
3. Establishment and training of City Staff on best practices related to Program Management.
4. Establishment of program charters, timelines, goals, metrics and deliverables.
5. Document control and management.
6. Action Plan and program development and support including Action Plan amendments.
7. All tasks related to completion of required NEPA reviews.
8. Policy and procedures development and Review.
9. Program and financial compliance requirements and local financial procedural support.
10. Support of communications strategy.
11. Development of monitoring plans and execution of said plans.
12. Manage program operations for all CDBG-DR Programs.
13. IT Oversight as required.
14. All allowable reporting required in the DRGR System or its equivalent.
15. Training/Outreach support for grant recipients, partners, and City Staff.
16. Other support and consulting functions as required by the City.

II. SCOPE OF WORK ("Services")

Deloitte FAS will provide the following services:

Phase I - Kick-off and Coordination - Day 1 to Day 30:

A) Kick-off meeting and open Program Office:
- Deloitte will recommend a meeting agenda and work with City staff to schedule a Kick-off meeting.
- Deloitte will provide draft meeting minutes summarizing the Kick-off meeting, which will include: a list of participants, key discussion items, and follow-up action items.

B) Participate in meetings with City staff/officials and City Council (and other appropriate parties) to seek additional information and gain CDBG-DR insight:
- Following meetings with City, Deloitte will provide its written understanding of the City's priorities towards use of CDBG-DR funds for review by City staff.
- Meet/collaborate with City staff to develop a plan with goals and deadlines for the administration of the City's CDBG-DR grants, review the draft plan with the City and incorporate the City's feedback into the final plan.

C) Meet/collaborate with City staff, outline CDBG-DR Scope of Work, establish goals and timelines:
   - Deloitte will develop a draft of established goals and deadlines for the proper administration of the City's CDBG-DR grant, for review by City staff.
   - Deloitte will incorporate City staff's feedback and submit a final version of established goals and deadlines.

D) Meet/collaborate with Master Developer:
   - Deloitte will participate in an initial meeting with the City and its Master Developer to help develop a collaborative working relationship and gain insight into the strategies for use of CDBG-DR funding.

E) Meet with City's CDBG-DR partners and appropriate stakeholders:
   - Working under the guidance of the City, Deloitte FAS will help identify potential CDGB-DR partners and relevant stakeholders and participate in meetings as necessary to understand their roles and interests in the recovery effort.

F) Confirm alignment with HUD, other Federal agencies; document submitted action plans:
   - Deloitte will analyze information received from the City, partners, and stakeholders and provide observations and recommendations regarding compliance with applicable rules and regulations and activities specified in submitted action plans.
   - Deloitte will prepare a plan to help guide the City in its effort to maintain and regularly review its compliance with applicable rules and regulations and other activities specified in submitted action plans.

G) Confirm CDBG-DR Objectives, Goals, Scope of Work and Timelines:
   - Deloitte will prepare and submit, for the City's review and approval, a finalized scope of work and project work plan with corresponding objectives to measure project progress.

H) Confirm CDBG-DR Design including: eligibility, award criteria, award calculation:
   - Deloitte will provide technical advice, observations and recommendations to assist City staff in their efforts to confirm that projects subject to CDBG-DR funds are in fact eligible based on HUD and Federal criteria.

I) Draft Organizational Plan addressing program structures and responsibilities:
   - Deloitte will prepare an outline that includes roles and responsibilities of Deloitte, the City, Partners, and Stakeholders.

J) Review and address CDBG-DR accountability and compliance; test overall integrity against fraud/quality control:
   - Deloitte will assess documentation and progress to date, and assist the City is its efforts to comply with applicable regulations.

K) Support development/implementation of Communication Plan:
   - Deloitte will assist the City with the development of its Communication Plan throughout the lifecycle of the CDBG-DR project.
   - Deloitte will work with City staff to implement recommended communication strategies outlined in the Communication Plan.

L) Assist with community outreach and help identify CDBG-DR Partners and assess training needs:
   - Deloitte will work with City staff to identify potential CDBG-DR partners and determine appropriate training programs to assist with program execution.

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Phase II - Program & System Design - Day 31 to Day 60:

A) Finalize CDBG-DR implementation design:
   - Deloitte will submit a draft implementation design document for the City to review and provide feedback. Deloitte will incorporate this feedback into the finalized design for implementation of CDBG-DR funds.

B) Initiate administrative and system reviews:
   - Deloitte will support the City with an assessment of overall administration and system controls. Deloitte will provide recommendations that support greater oversight of CDBG-DR funds.

C) Continue development of program design components:
   - Deloitte will provide City staff with recommendations for refining the structure of the program office and management processes.

D) Continue development of training programs:
   - Deloitte will continue to assess necessary training programs and develop/tailor these to meet the City's needs.

E) Assess CDBG-DR partners administrative systems:
   - Deloitte will assist with an assessment of their partners' administration control and systems control. Deloitte will provide recommendations of best practices to support oversight of CDBG-DR funding and usage.

F) Assess CDBG-DR compliance processes against OMB and HUD requirements:
   - Deloitte will periodically assist the City to assess its overall progress against OMB and HUD program administration requirements. Deloitte will provide observations and recommendations regarding opportunities to improve processes and administrative controls.

G) Begin training of City staff and identified CDBG-DR partners:
   - Deloitte will finalize the training programs, develop training schedule, and begin holding sessions for the City staff.
   - Deloitte will assist the City to finalize the training programs, develop training schedule, and begin holding sessions for the CDBG-DR partners.

Phase III - Program Implementation - Day 61 – Day 90:

A) Implement all programs as designed in Action Plan:
   - Deloitte will assist the City to manage the implementation of all activities resulting from the Program and System Design phase.

B) Implement document management systems:
   - Deloitte will support implementation of a document repository to organize and store relevant CDBG-DR documentation, including progress reports, status meetings, contracts, and required forms.

C) Begin verification process of CDBG-DR partners compliance processes:
   - Deloitte will support the City with assessing whether partners are in compliance with applicable HUD and Federal laws and regulations.

D) Continue training programs for City staff and identified CDBG-DR partners:
   - Deloitte will offer relevant training programs on an on-going basis for the City and its partners.

E) Continue to test design integrity related to internal controls:
   - Deloitte will periodically assess progress of the overall program to assist the City in its efforts to maintain appropriate internal controls and compliance with applicable HUD and Federal laws and regulations.

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F) Programs will be implemented according to the schedules in the Action Plan:
   - Deloitte will assist the City to accomplish the milestones and deadlines proposed in the City's Action Plan.

Phase IV – Oversight & Support - Day 90 +:

A) Provide critical technical support and oversight of program operations:
   - Deloitte will support the City with design of an oversight plan that assists the City in achieving on-going program integrity.

B) Assessment of processes and system design integrity for quality control:
   - Deloitte will conduct an assessment of the program to assist the City in its evaluation of inputs and outputs in meeting standard quality criteria.

C) Continue on-site training of City Staff and CDBG-DR Partners:
   - Deloitte will provide training programs and materials to support uniform understanding of CDBG-DR program requirements.

D) Execution of training manuals on policies, procedures, systems, compliance, and project management:
   - Deloitte will support the City with development and communication of standard training materials.

E) Development of long-term compliance monitoring and operational work plan(s):
   - Deloitte will work with the City to develop CDBG-DR policies and procedures to provide for the on-going monitoring and oversight of City-approved projects.

Phase V – Compliance Monitoring - Day 90 +:

A) Finalize CDBG-DR implementation design:
   - Deloitte will work with the City to implement the CDBG-DR program in accordance with the City's needs and refine the implementation design as needed.

B) Continued outreach and training for grant recipients to assist in interpretation of regulations:
   - Deloitte will continue to provide training programs and materials for partners and relevant stakeholders involved with the CDBG-DR program. Deloitte will refine training programs and materials as needed.

C) Periodic assessments of documentation quality and retention standards:
   - Deloitte will periodically assess documentation quality and retention standards and provide the City recommendations for improving quality control of these standards.

Phase VI – Change Management - Day 90 +:

A) Identification of regulatory changes, and enhancement of processes:
   - Deloitte will continually assess program regulations to help the City identify any changes to regulations, and enhance processes for in complying with application laws and regulations.

B) Assessment of program inefficiencies:
   - Deloitte will regularly assess overall program processes to determine best practices.

C) Identification of enhancement opportunities for policies, systems or responsibilities:
   - Deloitte will communicate on-going best practices for program management.

D) Ongoing training and outreach for grant recipients:
   - Deloitte will provide training programs and materials to recipients of CDBG-DR funding.

E) Ongoing support for rebuilding the City of Joplin:
   - Deloitte will provide ongoing support regarding oversight, processes, procedures, and compliance for the City of Joplin.

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III. Invoicing

1. Deloitte FAS shall not invoice the City more than one time per month unless requested by the City and all requests will include necessary supporting documentation. Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

2. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Deloitte FAS may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
   - Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

IV. Assumptions

- Deloitte FAS will not perform any inherently government functions. The City shall be responsible for making all management decisions regarding the implementation of Deloitte FAS's recommendations.
- Deloitte FAS will not manage, provide direction or supervise the work of City employees, other entities contracted to the City (that are not subcontracted to Deloitte FAS) and their employees.

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Appendix (A)
STATEMENT OF WORK
City of Joplin, Missouri

V. Budget

GRANT BUDGET				
Deloitte FAS				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: END:				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	1,392,896.00	0.00	1,392,896.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	44,760.00	0.00	44,760.00
	Supplies			$500
	Postage & Shipping			$1,000
	Office Space, Utilities, Parking			$36,000
	Printing & Publications			$7,260
11. 12	Travel, Conferences & Meetings	77,200.00	0.00	77,200.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**1,514,856.00**	**0.00**	**1,514,856.00**

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APPENDIX B: GENERAL BUSINESS TERMS

1. Services.

a) The services provided by Deloitte Financial Advisory Services LLP ("Deloitte FAS") (the "Services") under the engagement letter to which these terms are attached (the "Engagement Letter") will be performed under the Standards for Consulting Services of the American Institute of Certified Public Accountants. The Services may include advice and recommendations, but Deloitte FAS will not make any decisions on behalf of City in connection with the implementation of such advice and recommendations.

b) The Services may include, for purposes of gathering information, access to the work of other public accountants or to financial statements or financial information reported on by other public accountants; however, access is not for the purpose of affirming or evaluating the auditing procedures or related professional standards used by such other public accountants.

c) City acknowledges that draft or tentative reports, findings, conclusions or advice that are provided to City, whether written or oral, may be subject to further revision by Deloitte FAS.

2. Payment of Invoices. City will compensate Deloitte FAS under the terms of the Engagement Letter for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. Deloitte FAS' invoices are due upon receipt. If payment is not received within thirty (30) days of the receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Deloitte FAS may also suspend or terminate the Services. City shall be responsible for any taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for Deloitte FAS' personnel or on Deloitte FAS' income or property. Deloitte FAS shall not invoice the City more than one time per month unless requested by the City and all requests will include necessary supporting documentation.

3. Term.

a) Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services.

b) Termination for Convenience. The City may terminate this engagement without cause for any reason. Said termination shall not be deemed a breach of contract by the City. The City shall give Deloitte FAS at least thirty (30) days written notice before the effective termination date. Deloitte FAS shall be entitled to compensation for authorized expenditures and services completed in accordance with the terms of this engagement as of the termination date, but in no event shall the City be liable to Deloitte FAS for compensation for any service which has not been rendered. Should the City exercise this provision, Deloitte FAS shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount as a result of such termination.

c) Termination for Cause. If either party materially fails to properly perform its obligations under this Agreement (as defined below) in a timely or proper manner, or if either party materially violates any terms of this Agreement and in each case does not cure such failure within 30 days of its receipt of written notice of such failure, the other party shall have the right to immediately terminate this Agreement. Notwithstanding the above, but subject to the limitations set forth herein, neither party shall be relieved of liability to the other for damages sustained by virtue of any such breach.

4. Deliverables and Working Papers.

a) Deloitte FAS has rights in, and may, in connection with the performance of the Services, use create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Deloitte FAS Technology").

b) Upon full payment to Deloitte FAS hereunder, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") shall become the property of City, and (ii) Deloitte FAS hereby grants City a royalty-free, fully paid-up, worldwide, non-exclusive license to use the Deloitte FAS Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, Deloitte FAS or its licensors retain all rights in and to all Deloitte FAS Technology.

c) To the extent that any Deloitte FAS Technology provided to City hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Deloitte FAS Technology is licensed to City by Deloitte FAS as agent for Deloitte FAS Products Company LLC on the terms and conditions contained herein. The rights granted in this Section 4 do not apply to any Deloitte FAS Technology that is subject to a separate license agreement between City and any third party (including, Deloitte FAS' affiliates).

d) Working Papers. The working papers created by Deloitte FAS during this engagement are the property of Deloitte FAS. City understands that Deloitte FAS does not retain working papers indefinitely.

5. Limitation on Damages, Indemnification and Limitation on Actions.

a) Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel shall not be liable to City for any claims, liabilities, or expenses relating to this engagement ("Claims') for an aggregate amount in excess of the fees paid by City to Deloitte FAS pursuant to this engagement, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte FAS or its subcontractors. In no event shall Deloitte FAS, its subsidiaries or subcontractors, or their respective personnel be liable to City for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement.

b) City shall indemnify and hold harmless Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel from all Claims, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte FAS or its subcontractors.

c) In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of Deloitte FAS and its subcontractors bears to all other conduct giving rise to such Claim.

d) No action, regardless of form, relating to this engagement, may be brought by any party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the due date of the last payment owing to the party bringing such action.

6. City Responsibilities. City shall cooperate with Deloitte FAS in the performance of the Services, including, providing Deloitte FAS with reasonable facilities and timely access to data, information and personnel of City. If Deloitte FAS is provided with access to or use of City's facilities outside of the United States for the purpose of performing the Services such facilities may not be dedicated solely for Deloitte FAS' use, and Deloitte FAS will not be deemed a tenant of City with respect to such facilities. City shall be responsible for the performance of its personnel and agents, and ensuring the accuracy and completeness of all data and information provided to Deloitte FAS for purposes of the performance of the Services. Deloitte FAS' performance is dependent upon the timely and effective satisfaction of City's responsibilities hereunder and timely decisions and approvals of City in connection with the Services. Deloitte FAS shall be entitled to rely on all decisions and approvals of City.

7. Force Majeure. Neither City nor Deloitte FAS shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

8. Independent Contractor. It is understood and agreed that, with respect to the relationship between Deloitte FAS, on the one hand, and City, on the other hand, (i) each party hereto is an independent contractor and neither party is nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venture, or representative.

9. Confidentiality. To the extent that, in connection with this engagement, either Deloitte FAS or City (each the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information: (a) as expressly permitted in the Engagement Letter; (b) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Section 9; (c) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (d) to the extent such information (1) is or becomes publicly available other than as the result of a disclosure in breach hereof, (2) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (3) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (4) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 9 shall alter City's obligations under the Engagement Letter. Deloitte FAS, however, may use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

10. Professional and Regulatory Actions. Without limiting any other right to terminate this engagement that Deloitte FAS may have under the Engagement Letter, these terms or law Deloitte FAS may terminate this engagement upon written notice to City if Deloitte FAS determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.

11. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. No affiliated or related entity of Deloitte FAS, or such entities' personnel, shall have any liability hereunder to City and City will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this engagement. Without limiting the foregoing, such affiliated and related entities are intended third-party beneficiaries of these terms, and may in their own right enforce such terms. **Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation".

12. Assignment and Subcontracting. Except as provided below, none of the parties may assign any of its rights or obligations hereunder (including interests or Claims) without the prior written consent of the other party. City hereby consents to Deloitte FAS assigning or subcontracting any portion of the Services to any affiliate or related entity whether located within or outside of the United States. In addition, City hereby consents to the use by Deloitte FAS of Economic Security Corp., Tri-State Engineering and Jeff Johnson as subcontractors in connection with this engagement. Services performed hereunder by Deloitte FAS' subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte FAS personnel, unless otherwise agreed. Each subcontract with a non-affiliated entity shall contain, at a minimum, sections of these terms pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, Deloitte FAS shall be the prime contractor and shall be responsible for all work performed by its subcontractors to the same extent that Deloitte FAS is responsible for work performed directly by Deloitte FAS.

13. Waiver of Jury Trial. DELOITTE FAS AND CITY HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

14. Entire Agreement, Amendment and Notices. These terms and the Engagement Letter, including attachments, constitute the entire agreement between Deloitte FAS and City with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by a written agreement signed by the parties.

In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by any party by notice to the other parties, and (c) effective upon receipt.

15. Governing Law, Jurisdiction and Venue, and Severability. These terms, the Engagement Letter, including, attachments (collectively, this "Agreement"), and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Missouri (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in the State of Missouri. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of the Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

16. STANDARD TERMS AND CONDITIONS. The following additional terms are incorporated into this Appendix B:

1. Required Approvals. The parties are not bound by this Agreement until it is signed by both parties and the City has notified Deloitte FAS that this Agreement has been approved by appropriate officials of the City in accordance with applicable Missouri laws and regulations.

2. Conflicts of Interest. Deloitte FAS warrants that no part of the compensation paid to it hereunder shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Deloitte FAS in connection with any work contemplated or performed relative to this Agreement.

   Deloitte FAS acknowledges, understands, and agrees that this Agreement shall be null and void if Deloitte FAS is, or within the past six months has been, an employee of the City or if Deloitte FAS is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City.

3. Lobbying. Deloitte FAS confirms, to the best of its knowledge and belief, that:

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

   b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this engagement, Deloitte FAS shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

   c. Deloitte FAS shall require that the language of this confirmation be included in the award documents for all sub-awards to unaffiliated entities at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall confirm and disclose accordingly.

   This confirmation is a material representation of fact upon which reliance was placed when this Agreement was made or entered into and is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, *U.S. Code*.

4. Nondiscrimination. Deloitte FAS hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Deloitte FAS on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Missouri State constitutional, or statutory law. Deloitte FAS shall, upon request, show reasonable proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

5. Public Notice. All public notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Deloitte FAS in connection with this Agreement shall include the statement, "This project is funded under an agreement with the City of Joplin." Any such notices by Deloitte FAS shall be approved by the City.

6. Licensure. Deloitte FAS and its employees and all sub-grantees shall be licensed pursuant to all federal, state, and local laws, ordinances, rules, and regulations that are applicable to Deloitte FAS in the performance of services hereunder and shall upon request provide proof of all such licenses.

7. Records. Deloitte FAS (and any approved subcontractor) shall maintain documentation for all charges under this Agreement. The books, records, and documents of Deloitte FAS (and any approved subcontractor), insofar as they relate to billing and payment for work performed or money received under this Agreement, shall be maintained for a period of at least three (3) full years from the date of the final payment and shall be subject to inspection at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. Any books, records and documents available to the City or others under this Section may be redacted by Deloitte FAS to the extent necessary to protect its proprietary and confidential information and to avoid any invasion of personal privacy.

8. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the City require compliance with the prevailing wage laws.

9. Monitoring. Deloitte FAS's activities conducted pursuant to this Agreement shall be subject to monitoring and evaluation by the City, subgrantees, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.

10. Progress Reports. Deloitte FAS shall submit brief, periodic, progress reports to the City as reasonably requested.

11. Annual Report. Deloitte FAS shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Agreement to the Finance Director of the City of Joplin.

12. Procurement. Deloitte FAS shall obtain prior approval from the City before purchasing any equipment under this Agreement for which it seeks reimbursement from the City.

13. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

14. City Liability. The City shall have no liability for compensating Deloitte FAS for the services performed and expenses incurred by Deloitte FAS except as specifically provided in this Agreement.

15. Local, State and Federal Compliance. Deloitte FAS shall comply with all applicable local, state, and federal laws and regulations in the performance of this Agreement.

16. Reserved.

17. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Agreement upon fifteen (15) days written notice to Deloitte FAS. Said termination shall not be deemed a breach of contract by the City. Upon the effective date of the written notice, Deloitte FAS shall cease all work associated with this Agreement. Should such an event occur, Deloitte FAS shall be entitled to compensation for all authorized services properly completed as of the termination date. Upon such termination, Deloitte FAS shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount as a result of such termination.

18. Insurance.

    a. Deloitte FAS shall maintain, at minimum, the following insurance coverage:

        (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

        (2) Commercial General Liability (including personal injury & property damage, premises/operations, contractual liability and completed operations/products) with a limit not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate.

        (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

        (4) Professional Liability or Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) aggregate.

    b. At any time City may require Deloitte FAS to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Agreement.

19. Debarment and Suspension. Deloitte FAS confirms, to the best of its knowledge and belief, that it, its current principals, and its subcontractors under this Agreement and their principals:

    a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

    b. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Deloitte FAS shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified. With respect to unaffiliated subcontractors and their respective principals, Deloitte FAS' knowledge and belief regarding the matters that are the subject of Deloitte FAS' confirmation in this section 16.19 are based solely on written representations provided by such subcontractors to Deloitte FAS.

20. Federal Funding Accountability and Transparency Act ("FFATA" or the "Transparency Act"). This Agreement requires Deloitte FAS to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA.

Accordingly, Deloitte FAS shall comply with the following:

a. Reporting of Total Compensation of the Deloitte FAS's Executives.

(1) To the extent required by FFATA, Deloitte FAS shall report the names and total compensation of each of its five most highly compensated executives for Deloitte FAS's preceding completed fiscal year, if in its preceding fiscal year:

i. it received 80 percent or more of its annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. it received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during Deloitte FAS's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. If compensation reporting is required by clause (a) above, Deloitte FAS must report executive total compensation described above to the City by the end of the month during which this Agreement is awarded.

c. If compensation reporting is required by clause (a) above and if this Agreement is amended to extend its term, Deloitte FAS must submit an executive total compensation report to the City by the end of the month in which the amendment to this Agreement becomes effective.

d. If compensation reporting is required by clause (a) above, Deloitte FAS will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Agreement. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/ Failure to comply with the above requirements is a material breach of this Agreement for which the City may terminate this Agreement for cause in accordance with Section 3 of the General Business Terms above. The City will not be obligated to pay any outstanding invoice received from Deloitte FAS unless and until the Deloitte FAS is in full compliance with the above requirements of this Section 16.20.

21. To the extent applicable to Deloitte FAS in connection with its performance of services under this Agreement, Deloitte FAS will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)),

section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

COUNCIL BILL NO. 2013-401 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed One Million Five Hundred Fourteen Thousand Eight Hundred and Fifty Six Dollars ($1,514,856.00) to provide administrative services related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

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

Section 1. That the City enter into an Agreement, attached hereto as Exhibit A, between the City of Joplin and Deloitte Financial Advisory Services (Deloitte FAS) in the amount not to exceed One Million Five Hundred Fourteen Thousand Eight Hundred and Fifty Six Dollars ($1,514,856.00) to provide administrative services related to the 2011 Community Development Block Grant- Disaster Recovery fund.

Section 2. That the City Manager of the city of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2013, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: April 15, 2013

ITEM: Council Bill No. 2013-451 approving a Participation Agreement Amendment between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin, and approving a Memorandum of Understanding (MOU) between the DHSS and the city health department outlining the process for participation in the CHIP H.S.I. project.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2013-451, DHSS Participation Agreement Amendment and DHSS MOU for the CHIP H.S.I. project.

HEALTH DEPARTMENT:	Dan Pekarek DP	**DATE:** 4/8/13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 4-9-13
CITY ATTORNEY:	Brian W. Head BWH	**DATE:** 4-9-13
FINANCE DIRECTOR:	Leslie Jones LJ	**DATE:** 4-8-13

RECOMMENDED ACTION:
Staff recommends approval of this Council Bill on an emergency basis.

SUMMARY:

The Health Department requests consideration of this Council Bill that would authorize the Participation Agreement Amendment between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin, and a Memorandum of Understanding (MOU) between the DHSS and the city health department outlining the process for participation in the CHIP H.S.I. project.

The Participation Agreement has traditionally provided limited state general revenue funding to Local Public Health Agencies (LPHA) in the state to provide what are considered to be the most essential public health services in a community including disease prevention activities, promotion of healthy lifestyles, and response to disasters impacting community health. This amendment provides for possible changes in state general revenue funding amounts provided for remainder of the agreement period and allows for additional funding from the Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).

The possible reductions in state general revenue are the result of a state withhold of funds for this agreement for the remainder of the agreement period. This withhold, if it remains, could result in a reduction of revenues to the city health dept. of $5,490.

The MOU outlines the process for participation in the CHIP H.S.I. project. The CHIP H.S.I. project is a new initiative whereby LPHA's are now submitting qualifying expenditures in certain program areas to the DHSS who then submits them for federal reimbursement. Currently, in the city health department, certain child immunization program costs may be eligible for these reimbursements. It is unknown at this point how much new revenue will be received from this initiative.

Staff recommends approval of this Council Bill on an emergency basis.

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 1, 2013

ITEM: COUNCIL BILL NO. 2013-610
ORIGINATING DEPARTMENT: FIRE DEPARTMENT

Fire Chief: Mitchell Randles	**Date:**
Finance Director: Leslie Jones	**Date:**
City Attorney: Brian Head	**Date:**
City Manager: Mark Rohr	**Date:**

INTRODUCTION:
This Council Bill authorizes the City Manager to complete a contract for Construction of replacement Fire Station #2 at 2825 West Junge Boulevard with R.E. Smith construction Company.

BACKGROUND:
On May 22, 2011 when the devastating EF5 Tornado struck Joplin and destroyed over 8,000 homes and businesses within the city. The Fire department also suffered catastrophic damage to both Fire Station #2 and Fire Station #4 which resulted in their complete destruction. Fire Station #2 was built by the City in 1981 and was first occupied as a permanent fire station in late 1982. This station was a single story facility consisting of 1 double depth bay capable of holding 2 apparatus and a single depth bay capable of holding a single apparatus. The living quarters consisted of a Dayroom, Dining area, Kitchen, a single large dorm style bedroom and rest room and single smaller officers/women's bedroom and restroom. Station #2 was razed as a result of the damage sustained and temporary facilities where erected in its place until construction of the replacement Station is completed

In a special council meeting on May 10, 2012 the Council approved the purchase of property at 13th and Schifferdecker for the relocation of Fire Station #2 and 34th and Hearns Blvd for the relocation of Fire Station #4 which were destroyed in 2011. These new locations combined with the current locations of Station #1, 3, 5 and 6 will significantly improve the fire departments response coverage for the City.

DISCUSSION:
20 bids were received on Fire Stations #2 and #4 at Bid opening on March 20, 2013. These bids were from 10 different general contractors.

3 lowest Bids for Station #2 at 2825 West Junge Boulevard

RE Smith	$1,625,000	$223 per sq. ft.
Crossland	$1,677,000	$230 per sq. ft.
Dalton-Killinger	$1,746,870	$239 per sq. ft.

Highest bid was Bales Construction $2,175,000 $298.00 sq ft

The bids were evaluated by the Architectural firm contracted to design and oversee construction of Fire Station #2, Paragon/CR architecture, and they determined the bid from RE Smith construction was the lowest and best bid for submitted for the project.

It is further the goal of the department to build a long term facilities which will serve the city for the next several decades without the need for extensive maintenance or additions or upgrades.

RECOMMENDATION:

City Staff recommends the authorization to enter into a contract with RE Smith construction to build the replacement Fire Station #2 at 2825 West Junge Boulevard for the amount of $1,706,250 which includes a 5% contingency fund.

COUNCIL BILL NO. 2013-610 ORDINANCE NO.

AN ORDINANCE approving the contract with RE Smith Construction for the Joplin Fire Station #2 Project in the amount of One Million, Seven Hundred Six Thousand two hundred and fifty Dollars and no/100 dollars ($1,706,250.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:
Section 1. That the contract be awarded to RE Smith Construction for the Joplin Fire Station #2 Project in the amount of One Million, Seven Hundred Six Thousand two hundred and fifty Dollars and no/100 dollars ($1,706,250.00) in the City of Joplin, Missouri.

Section 2. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 on October 15, 2012 be amended by increasing appropriations by the total amount of Two Hundred Thirty Eight Thousand Six Hundred Twenty Five Dollars and No Cents ($238,625.00).

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Fire Chief, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Public Safety Tax, Account Number 001-6002-510-5090.

Section 5. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the said Fire Department Operations, Account Number 001-6002-510-5090 to pay the amount called for on the basis of estimates made by the Fire Chief.

Leslie Jones, Director of Finance

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 1, 2013

ITEM: COUNCIL BILL NO. 2013-611
ORIGINATING DEPARTMENT: FIRE DEPARTMENT

Fire Chief: Mitchell Randles	**Date:**
Finance Director: Leslie Jones	**Date:**
City Attorney: Brian Head	**Date:**
City Manager: Mark Rohr	**Date:**

INTRODUCTION:
This Council Bill authorizes the City Manager to complete a contract for Construction of replacement Fire Station #4 at 3402 South Hearns Boulevard with R.E. Smith construction Company.

BACKGROUND:
On May 22, 2011 when the devastating EF5 Tornado struck Joplin and destroyed over 8,000 homes and businesses within the city. The Fire department also suffered catastrophic damage to both Fire Station #2 and Fire Station #4 which resulted in their complete destruction. Fire Station #4 was built by the City in 1990 and was first occupied as a permanent fire station in early 1991. This station was a single story facility consisting of 2 single depth bays capable of holding a single apparatus each. The living quarters consisted of a Dayroom, Dining area, Kitchen, a single dorm style bedroom and rest room and single smaller officers/women's bedroom and restroom. Station #4 was razed as a result of the damage sustained and temporary facilities where erected in its place until construction of the replacement Station is completed

In a special council meeting on May 10, 2012 the Council approved the purchase of property at 13th and Schifferdecker for the relocation of Fire Station #2 and 34th and Hearns Blvd for the relocation of Fire Station #4 which were destroyed in 2011. These new locations combined with the current locations of Station #1, 3, 5 and 6 will significantly improve the fire departments response coverage for the City.

DISCUSSION:
3 lowest Bids for Station #4 at 3402 Hearns Blvd

RE Smith	$1,560,000	$229 per sq. ft.
Dalton-Killinger	$1,627,344	$239 per sq. ft.
Crossland	$1,694,000	$249 per sq. ft.

Highest bid was Home Center construction $2,022,000 $297.00 sq.ft.

The bids were evaluated by the Sapp Architectural firm contracted to design and oversee construction of Fire Station #4, and they determined the bid from RE Smith construction was the lowest and best bid for submitted for the project.

It is further the goal of the department to build a long term facilities which will serve the city for the next several decades without the need for extensive maintenance or additions or upgrades.

RECOMMENDATION:

City Staff recommends the authorization to enter into a contract with RE Smith construction to build the replacement Fire Station #4 at 3402 South Hearns Boulevard for the amount of $1,638,000 which includes a 5% contingency fund.

COUNCIL BILL NO. 2013-611 ORDINANCE NO.

AN ORDINANCE

approving the contract with RE Smith Construction for the Joplin Fire Station #4 Project in the amount of One Million Six Hundred Thirty Eight Thousand and no/100 Dollars ($1,638,000.00) in the City of Joplin Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

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

Section 1. That the contract be awarded to RE Smith Construction for the Joplin Fire Station #4 Project in the amount of One Million Six Hundred Thirty Eight Thousand and no/100 Dollars ($1,638,000.00) in the City of Joplin, Missouri.

Section 2. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186, on October 15, 2012 be amended by increasing appropriations by the total amount of Two Hundred Thirty Eight Thousand Six Hundred Twenty Five Dollars and No Cents ($238,625.00).

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Fire Chief, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Fire department operations, Account Number 001-6002-510-5090.

Section 5. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the said Public Safety Tax Fund, Account Number 001-6002-510-5090 to pay the amount called for on the basis of estimates made by the Fire Chief.

_____

Leslie Jones, Director of Finance

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: April 15, 2013

ITEM: Council Bill No. 2013-450 amending Chapter 18, Animals, of the Joplin City Code by amending the definition of "At Large" in Section 18-1 Definitions.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2013-450

HEALTH DIRECTOR:	Dan Pekarek DP	**DATE:** 4/9/13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 4-9-13
CITY ATTORNEY:	Brian W. Head BWH	**DATE:** 4-9-13
PARKS DIRECTOR:	Chris Cotten CC	**DATE:** 4/9/13

RECOMMENDED ACTION:
Staff recommends approval of this Council Bill.

SUMMARY:

The Joplin Parks Department is developing an off leash dog park in Parr Hill Park in Joplin. The dog park will provide a location where dog owners can bring their dogs for outdoor recreation off leash where they may not otherwise have access to such an area. Current city animal control ordinances prohibit a dog from being off leash in such a venue as a city park. This ordinance amends the definition of an "at large" dog to not include dogs when they are at the dog park and being handled according to other city animal control ordinances and dog park rules.

The Health Board has approved this ordinance change.

The ordinance would become effective June 1, 2013.

Staff recommends passage of this Council Bill.

COUNCIL BILL NO. 2013-450 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending the definition of "at large" animal found in Section 18-1.

WHEREAS, the Joplin Park Board has endeavored to develop an off leash dog park in Parr Hill Park in the City of Joplin for use by local dog owners, and

WHEREAS, the Joplin Park Board has requested that the Joplin Health Department , Animal Control Ordinances be amended to allow for such dog park use, and

WHEREAS, the Health Board of the City of Joplin and Animal Control Staff have reviewed the off leash dog park proposal and have provided recommendations for operation of such park area, including a recommendation for minor changes to the Animal Control Ordinances of the City to allow dogs to be off leash in this area.

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

Section 1. That Section 18-1. Definitions. of Article I, In General, of Chapter 18 Animals of the Joplin City Code be amended by changing the definition of the term "at large " to read as follows:

"Sec. 18-1 Definitions.

...

At Large means any dog which is on or off the property of its owner or keeper and not restrained by a competent person, however, this definition shall not include a dog in a fenced area of a dog park established and operated by the Joplin Parks Department, where the dog owner is present in the fenced area of the dog park with such dog, and where the dog owner is following all other city ordinances or park rules for use of such dog park. "

...

Section 2. This ordinance shall become effective from and after June 1, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____

Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 15, 2013
Council Bill No. 2013-614
Item: Agreement for Construction of an Off Leash Dog Park at Parr Hill
Originating Department: Joplin Parks and Recreation Department

Attachments: 1) Council Bill No. 2013-614

Parks and Recreation: Chris Cotten	Date:
Finance Department: Leslie Jones	Date:
City Attorney: Peter Edwards	Date:
City Manager: Mark Rohr	Date:

Recommended Action: To place on First Reading.

Background: During the Informal on December 19, 2011, the re-development concept of Parr Hill Park was park was presented to the Council for consideration. As a part of that concept, an off-leash dog park was proposed. That concept was approved as part of the plan, and I have been working with Mars, Pet Care since that meeting to work out a sponsorship agreement to install over $20,000 worth of products to help make this park a reality.

Discussion:
Mars Pet Care will pay for a large portion of this project. The parks and storm water tax will cover adding amenities to the location such as running water lines for drinking fountains for people and dogs, adding shade structures, and running electric for the entry gates. The rules and regulations have been run through the Health Department Board for their input and suggestions. Dog owner registration for park use will run through the Parks and Recreation Department. There will be an $8 per year charge for the first dog and a $4 charge for a subsequent dog to be registered. This fee will cover the cost of the magnetic gate card that will provide park access and a yearly tag that will attach to the dog collar so that staff and Animal Control will be able to see that a dog is properly licensed for the dog park.

Recommendation: Staff recommends the approval of this agreement

COUNCIL BILL NO. 2013-614 ORDINANCE NO.

AN ORDINANCE amending Chapter 86. Parks and Recreation., by adding a new Article VII. Dog Parks., consisting of two new sections related thereto.

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

Section 1. That Chapter 86. Parks and Recreation be amended by adding a new Article VII. Dog Parks to read as follows:

"Article VII. Dog Parks

86-250. Purpose. There are hereby established within the City of Joplin, parks for the purpose of allowing dogs and their owners green space in which to run freely without leash.

86-251. Fees. No Owner as defined herein below shall allow such Owner's dog to enter any "off-leash park area" without having first registered such dog with the Department of Parks and Recreation. The fee for such registration shall be eight dollars ($8.00) per year for the first dog and four dollars ($4.00) per year, per dog for each dog after the first. Such fee will include a dog park tag for the dog collar and a dog park pass that will allow access to the park.

86-252. Rules. To allow all users of the Dog Parks to enjoy safe and courteous use of the same, the following rules are hereby established:

'CITY OF JOPLIN, MISSIOURI
Dog Park Rules

1. Any dog within an off-leash park area shall not be under six (6) months of age, and shall be currently vaccinated against rabies and have their dog license tag current with the City of Joplin affixed or attached to the dog's collar or harness. Additionally, dogs must be vaccinated for the parvovirus and distemper and registered at the Joplin Parks and Recreation Office.

2. An "off-leash park area" is an area within a City of Joplin park designated by the Parks & Recreation Board for the purpose of allowing dogs to roam without leashes. All general Park Rules and City of Joplin ordinance must be obeyed.

3. "Owner" means any person, firm or corporation in possession and control of or custody of a dog.

4. Any owner bringing a dog into an off-leash park area shall be responsible for

complying with these rules and any other rule, regulation and ordinance necessary to protect the health, welfare and safety of park users.

5. An owner bringing a dog into an off-leash area is liable for and assumes the risk for the dog's conduct.

6. No person under 16 years of age shall be permitted to bring a dog into an off-leash park area.

7. For safety reasons, children must be at least 12 years old and supervised by an adult to use the dog park. Children must behave in a responsible manner: no running, chasing dogs, or petting dogs without the owner's permission.

8. Dogs must be under voice control of their handler and in view of their handler at all times. Handler must be in fenced area with dog at all times.

9. A dog within an off-leash park area shall be under the owner's immediate control. All patrons of the Dog Park must carry their leash with them at all times.

10. An owner of a dog creating a disturbance or not being properly controlled can be evicted from an off-leash park area. Upon leaving an off-leash park area, an evicted owner shall also remove his or her dog. If an owner's dog is doing these things the owner is required to remove their dog themselves, without being evicted.

11. No person having been convicted of allowing a dog to bite, chase or attack any person or animal without provocation shall be permitted to bring a dog into an off-leash park area.

12. No dog which has not been spayed or neutered shall be permitted within an off-leash dog park.

13. No female dogs in heat and dogs with fresh wounds or disease shall be permitted within an off-leash park area.

14. Any excreta deposited in an off-leash park area shall be promptly removed and appropriately disposed by the dog's owner.

15. No dangerous or potentially dangerous dog, as defined by the City of Joplin Animal Code, shall be permitted within an off-leash park area.

16. Any dog left unattended within an off-leash park area shall be deemed "at-large" in violation of the City of Joplin Animal Code.

17. No dog weighing more than 30 pounds shall be permitted within an area designated for small dogs. Owners allowing their small dogs to enter a designated Large Dog Area do so at their own risk and assume responsibility for whatever damage or injury may result.

18. No food, treats, alcoholic beverages (soft drinks and water are allowed), smoking, squeaky toys, frisbees, dog toys or children's toys are allowed in the dog park. This is a recreation park for dogs accompanied by their owners.

19. Handlers must "scoop the poop" and dispose of waste in designated park provided container.

20. No professional dog trainer/behaviorist shall conduct any training or business activity within an off-leash park area.

21. No more than two dogs per person on any one visit.

22. Bicycles, rollerblades, roller-skates, skateboards, and strollers are prohibited. This is a recreation park for dogs accompanied by their owners. (Wheel chairs are allowed.)

23. Stop your dog from digging. Handlers must repair all holes and damage done by their dog under their control.

24. Choke, prong, pinch, and spike collars must be removed inside park area.

25. Park Hours of Operation 6:00 A.M. to Sunset or 9:00 P.M. whichever occurs first.

26. Handlers enter off-leash area at their own risk.

27. Dogs must be properly licensed, vaccinated and wear an owner identification tag.

28. Dogs must be leashed when outside fenced dog park areas.

29. No animals other than dogs are permitted in Dog Park.

30. Dogs acting in an aggressive fashion toward other dogs or people, such as charging in aggressive manner and growling, fighting with other dogs, etc. must be removed by their owner.

31. If your dog bites or scratches a person (where the skin is broken) it will be subject to existing city quarantine ordinances.'

The Director of Parks and Recreation shall cause all such rules to be posted at the entrance to any Dog Park in the City.

86-253. Penalty. Any person having been found guilty of any violation of this Article VII. shall be punished as provided in Section 1-5 of this Code of Ordinances."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney