INFORMAL AGENDA

November 19, 2012

5:15 p.m.

1. Discussion of paperless agenda
2. Discussion of the Design for Fire Stations 2 & 4
3. Any other business

COUNCIL AGENDA

November 19, 2012

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 – led by Girl Scout Troop #26227.

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**
   1. Request by Tracy Nielson to address council regarding a proposal that the City of Joplin offer health insurance benefits to surviving spouses and children of officers killed in the line of duty. The benefits would be for one year following the death of an officer.

7. **Public Hearings**

8. **Consent Agenda**
   1. Minutes of the November 5, 2012 Council Meeting

   2. COUNCIL BILL NO. 2012-316 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located at the northeast corner of 26th Street and Wall Avenue in the City of Joplin, Jasper County, Missouri.

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.

3. COUNCIL BILL NO. 2012-317- AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near Wildwood Ranch Parkway and John Duffy Drive, in Jasper County, Missouri.

4. COUNCIL BILL NO. 2012-318 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2-PD property as described below and located near the northwest corner of 18th Street and Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1.COUNCIL BILL NO. 2012-020 - AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012; and containing an emergency clause.

2.COUNCIL BILL NO. 2012 – 171 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1906 Missouri in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred and 00/100 Dollar ($ 2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3.COUNCIL BILL NO. 2012- 172-AN ORDINANCE approving an agreement between the City of Joplin and Tri-State Engineering, Inc., in the amount of Thirty-Three Thousand Fifty and No/100 Dollars ($33,050) for right of way negotiation and appraisal services for the Maiden Lane Widening Project and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

4.COUNCIL BILL NO. 2012- 173-AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

5.COUNCIL BILL NO. 2012-174-AN ORDINANCE approving an Agreement with Missouri Department of Transportation for the STP-Urban Program Agreement and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

6.COUNCIL BILL NO. 2012-175 - AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8101 E. 32th Street. and owned by Heartland Pet Food Manufacturing Incorporated; and, containing an emergency clause.

7. COUNCIL BILL NO. 2012-176 -AN ORDIANCE approving an Agreement between the city of Joplin, Missouri, and the Economic Security Corporation pertains to 2012 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the city; and containing an emergency clause.

8. COUNCIL BILL NO. 2012-177 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri and the Harry S. Truman Community Development Corporation (HSTCDC) generally pertaining to HOME funds for the acquisition and rehabilitation of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

9. COUNCIL BILL NO. 2012-628 - AN ORDINANCE authorizing and approving the City of Joplin to purchase and install twenty-one solar panels on existing outdoor warning sirens. The purchase and installation will be from Blue Valley Public Safety Systems, for the amount of One Hundred Ten Thousand, Five-hundred Twenty Dollars, Ninety Cents ($110,520.90); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2012-523-AN ORDINANCE amending Section 30-121, License classifications and fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

Notice posted at 4:30 p.m. on this the 15th day of November, 2012. (RSMo 610.020)

INFORMAL NOTES

November 5, 2012

Discussion of Safety Training Center	– Council approved for renovations to be done to the old terminal.
Ugly Tie contest	Ugly tie contest was held. Mr. Shaw, Mr. Scearce and Dr. Rosenberg were the winners. Judges were Leslie Jones Mark Morris, Mitch Randles and Patrick Tuttle.
Council Travel Request Form	Council Approved 9-0, a Travel Expense Request Form to be used from this date forward for any council travel. Brian said what I am hearing is nobody travels until Council approves.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES November 5, 2012

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 Attorney, Brian Head

FLAG SALUTE – led by Mr. Shaw

PRESENTATIONS - Mayor Colbert-Kean announced the winners of the Ugliest Tie contest that was held during the Informal session. Winners were: 1st Place: Mr. Shaw: 2nd Place: Mr. Scearce: and 3rd Place: Dr. Rosenberg.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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 COUNCIL BILL NO. 2012-316

Mayor Colbert-Kean opened the Public Hearing

David Endicott, Loma Linda, Joplin MO, appeared in favor of this item.

No one appeared against the item.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2012-316. Motion by Mr. Glaze, Second by Mr. Golden, to Place Council Bill No. 2012-316 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2012-316

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located at the northeast corner of 26th Street and Wall Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2012-317

Mayor Colbert-Kean opened the Public Hearing

Steve Lewis, 702 S. Main, appeared in favor of this request.

No one appeared against the item.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2012-317. Motion by Mr. Scearce, Second by Mr. Golden, to Place Council Bill No. 2012-317 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2012-317

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near Wildwood Ranch Parkway and John Duffy Drive, in Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2012-318

Mayor Colbert-Kean opened the Public Hearing

Ron Jones, 111 W. 3rd, appeared in favor of this request.

David Frye, Seneca, Missouri appeared in favor of this request.

No one appeared against the item.

The Public Hearing was closed.

Mr. Siebert introduced Council Bill No. 2012-318. Motion by Mr. Siebert, Second by Mr. Golden, to Place Council Bill No. 2012-318 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2012-318

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2-PD property as described below and located near the northwest corner of 18th Street and Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for SPECIAL USE PERMIT located at 2023 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

Mayor Colbert-Kean opened the Public Hearing

Dennis Bezold, 2023 Joplin, appeared in favor of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Resolution No. 2012-027. Motion by Mr. Glaze, Second by Mr. Golden to Approve Resolution No. 2012-027. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was Approved and read as being RESOLUTION NO. 2012-027

A RESOLUTION granting a Special Use Permit (First Request) to Brothers, Taylor & Bezold for a parking lot located at 2023 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

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

Minutes of the October 15, 2012 Council Meeting

COUNCIL BILL NO. 2012-303 - AN ORDINANCE Request to Review the Final Plat for SONIC ADDITION located at the southeast corner of 11th Street and Range Line Road in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-194

COUNCIL BILL NO. 2012-521 - AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes; and setting a date when this ordinance shall become effective. Ordinance No. 2012-195

RESOLUTIONS

Mr. Shaw introduced Resolution No. 2012-028. Motion by Mr. Shaw, Second by Mr. Scearce to Approve Resolution No. 2012-028. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was Approved and read as being RESOLUTION NO. 2012-028
A RESOLUTION expressing desire to participate as part of a coalition for Missouri Department of Natural Resources (MDNR) application to the Environmental Protection Agency for the FY13 Brownfields Assessment Grant.

Mr. Glaze introduced Resolution No. 2012-029. Motion by Mr. Glaze, Second by Mr. Golden to Approve Resolution No. 2012-029. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was Approved and read as being RESOLUTION NO. 2012-029

A RESOLUTION authorizing the submission of a Letter of Recommendation to the Department of Transportation (DOT) recommending that American Airlines be awarded the Essential Air Service (EAS) Contract for Joplin Regional Airport.

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2012-168. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-168. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-196

AN ORDINANCE approving the purchase of right of way from property at 1505 & 1515 W. 10th Street, consisting of part of Lot 51 in BYER'S MURPHY'S AND CONNOR'S FIRST ADDITION, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Thirty-Eight Thousand and 00/100 dollars ($38,000.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-169 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-169. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-197

AN ORDINANCE approving the contract with Rosetta Construction LLC in the amount of Four Hundred Ninety Six Thousand Three Hundred Eighty Three and no/100 Dollars ($496,383.00) for the Joplin Creek Wastewater Collection System Improvements Phase 4 providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-170 - Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2012-170. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-198

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Ewing Signal, for the Tornado Damaged Signal & Lighting in the amount of Seven Hundred Forty Seven Thousand Nine Hundred Five Dollars and 90/100 Dollars ($747,905.90) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-455 - Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No. 2012-455. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-199

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-456 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No. 2012-456. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-200

AN ORDINANCE amending or adding new items to Chapter 18, Animals, of the Joplin City Code by amending certain fees and enacting new fees found in Section 18-144; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Case 098-12: 5227 South Hearnes Boulevard – A request for a Site Plan Review for the construction of a dental office on Commercial – Planned Development property – Dr. Jay Joseph. – Motion by Mr. Scearce, Second by Mr. Golden to Approve the Site Plan Review. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Mayor Colbert-Kean reminded everyone that tomorrow is Election Day in our Nation.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2011, more specifically for the purpose of evaluating certain Council employees. 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. Golden to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce.

There being no further business to come before the Council, the meeting was adjourned at 6:47p.m.

Respectfully submitted,

Barbara L Hogelin

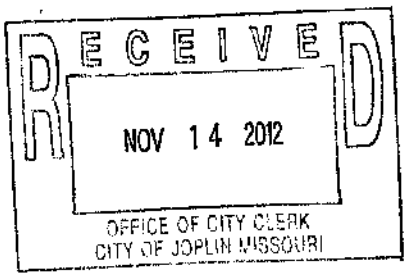
Barbara Hogelin, MMC/MPCC

REQUEST TO ADDRESS COUNCIL

TO: Mayor and Members of the Council Date: 11.14.12

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

a proposal to offer health insurance benefits to surviving spouse & children of officers killed in the line of duty for one year after the officers death



Thank you.

Name: Tracy Nielsen Gribben
Address: 2812 E. Kennedy, Joplin, Mo 64801
Daytime Phone: 417-434-0970
Phone No.:

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 19, 2012

ITEM: Council Bill No. 2012-020 approving a Purchase Order(s) to cover the annual support payment with SunGard Public Sector for software maintenance, upgrades and related systems.

ORIGINATING DEPARTMENT: Information Systems Dept.

ATTACHMENTS: Council Bill No. 2012-020.

DEPT. HEAD:	Mark A. Morris MAM	**DATE:** Nov 5, 2012
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 11-5-12
LEGAL DEPT:	Brian W. Head	**DATE:** 11-10-12
FINANCE DEPT:	Leslie Jones LJ	**DATE:** 11-5-12

INTRODUCTION:

This Council Bill approves the issuance of a Purchase Order(s) to SunGard Public Sector to cover the annual support payment for technical activities for both General Government (Financials) and Public Safety (OSSI).

DISCUSSION:

SunGard has been the City's primary software provider for twelve + years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As SunGard is the sole source for this software, there are no bids required. The amounts of $100,095.63 and $185,522.20 were budgeted and approved for FY2013 by Council during the budget process. Beginning in FY2014, maintenance will increase by 2% for SunGard products, and 3% for all third party product renewals.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an emergency basis.

MAM:ab
attachments

COUNCIL BILL NO. 2012-020 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012; and containing an emergency clause.

WHEREAS, SunGard has been the City's primary software provider for more than twelve years; and,

WHEREAS, in the FY2013 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

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

Section 2. That Fiscal Year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 and reflected an appropriation in the total amount of Two Hundred Eighty-Five Thousand, Six Hundred Seventeen Dollars, Eighty-Three Cents ($285,617.83) for payment of support for technical activities.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, 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: November 19, 2012

Item: COUNCIL BILL NO. 2012-171
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2012- 171
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Tim Nyander TN Date: 11-12-2012
Department Head: David Hertzberg DH Date: 11/12/12
Finance Department: Leslie Jones LJ Date: 11-13-12
City Attorney: Brian Head BH Date: 11/13/12
City Manager: R. Mark Rohr MR Date: 11/13/12

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 1906 Missouri

Summary: The above listed address was "tagged" as a dangerous building on August 14, 2012. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). October 26, 2012 an advertisement for bids began in the Joplin Globe with bids being received on October 31, 2012. At that time bids were received as follows:

B & D Yard builders	**$ 2,600.00**
Big John's	$ 3,100.00
Lynn Rowe	$ 3,600.00

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 B & D Yardbuilders.

COUNCIL BILL NO. 2012 – 171 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1906 Missouri in the City of Joplin, Missouri, for the amount of Two_Thousand Six Hundred and 00/100 Dollar ($ 2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of_Two Thousand Six Hundred and 00/100 Dollars ($ 2,600.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1906 Missouri.

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 1906 Missouri and legally described as:

ALL OF LOT NIMBERED ONE HUNDRED FOURTY (140) IN CAMPBELL'S FIFTH ADDITION TO CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF

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.

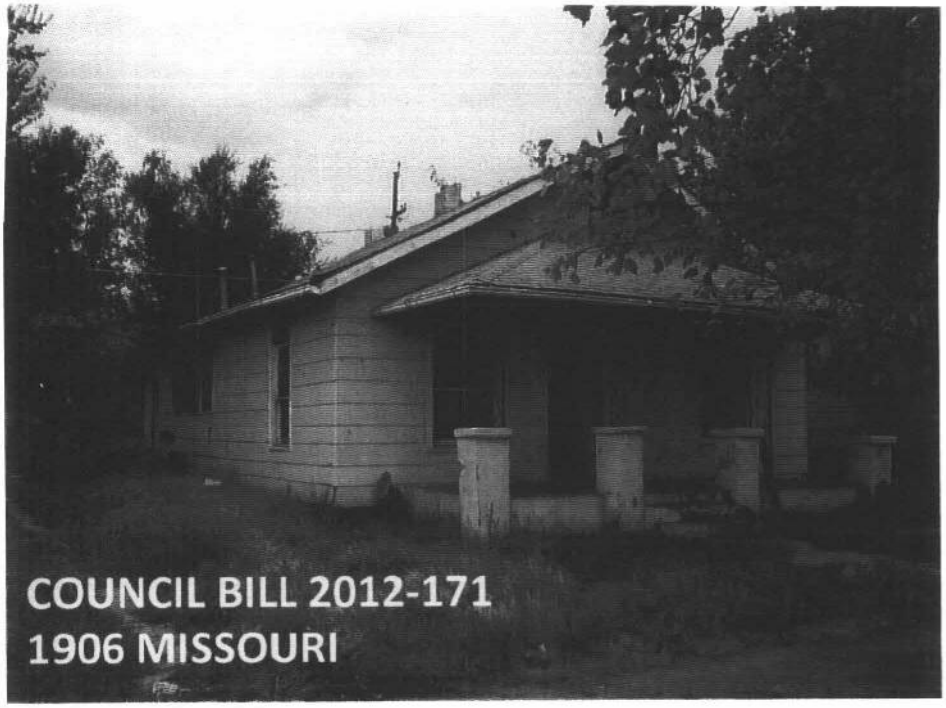
Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2012, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean - Mayor

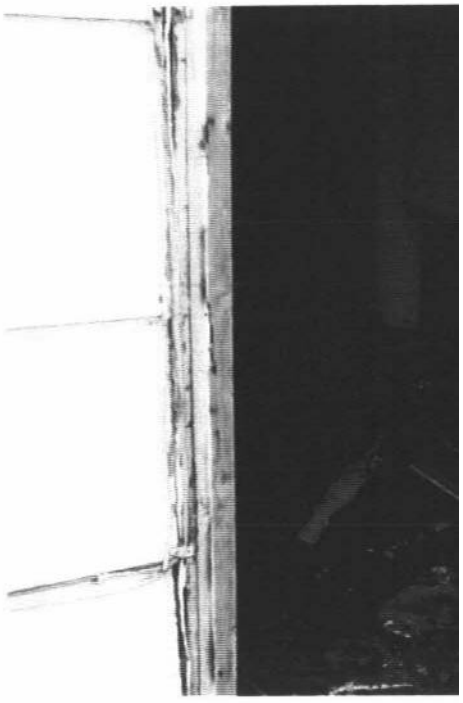
_____
Barbara Hogelin – City Clerk

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


COUNCIL BILL 2012-171
1906 MISSOURI







DEMOLITION BID

BID# DESCRIPTION: 1906 S. Missouri Ave. DEPARTMENT: BUILDING REGULATIONS

BID OPENING DATE: 10/31/2012 OPENDED: 10:00 A.M. 10/31/2012

OPENED BY: JEFF OLIVER WITNESSED BY: KIM NEWHOUSE APPROVED BY:

DATE RECEIVED	VENDOR NAME:	PHONE#	CONTAC
10/31/2012	LYNN ROWE	417-439-5991	LYNN
10/31/2012	BIG JOHN'S	417-437-0285	SID I
10/31/2012	B & D YARD BUILDERS	417-437-7506	DENNI

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 19, 2012
Council Bill No. 2012-172

Item: Maiden Lane Widening, Right of Way/Valuation Services Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Consultant Agreement
2) Council Bill No. 2012-172

Department Head: David Hertzberg DH Date: 11/12/12
Engineering Department: Jack Schaller JS Date: 11-12-12
Finance Department: Leslie Jones LJ Date: 11-13-12
City Attorney: Brian Head BH Date: 11/13/12
City Manager: Mark Rohr MR Date: 11/13/12

Recommended Action: Approval of an Agreement with Tri-State Engineering Inc., for right of way negotiations and appraisal services for the Maiden Lane Widening Project.

Background: Maiden Lane from 9th Street to 32nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The project will be jointly funded through the Transportation Sales Tax and the recently awarded Transportation Investment Generating Economic Recovery (TIGER) Grant. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. Prior to the award of the TIGER Grant, right of way negotiations were being conducted by City Staff. Upon the award of the TIGER Grant, City Staff determined it would be beneficial to seek proposals for appraisal services and right of way negotiations from three qualified firms to assist in meeting the new shortened timeframe on multiple transportation projects. Appraisal services are for seven (7) temporary easements necessary for the construction of a sidewalk that was not part of the original design. Right of way negotiation services are for the remaining twenty-three (23) parcels need for project construction. After careful review, City Staff recommends Tri-State Engineering to provide appraisal and right of way negotiation services.

Discussion: Attached is the consultant agreement. This fee will cover the appraisal and right of way negotiation services for the project.

Recommendation: It is recommended that an award of the Agreement with Tri-State Engineering Inc., in the amount of $33,050.00 for right of way negotiations and appraisal services for the Maiden Lane Widening project be approved.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

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

CITY OF JOPLIN, MISSOURI ("Owner") and TRI-STATE ENGINEERING, INC. (Engineer").

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

Engineer agrees to provide the services described below to Owner for Negotiation and Appraisal Services for Project # 8304 Maiden Lane Widening 9th Street to 32nd Street in Joplin. ("Project").

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

Negotiation services in the acquisition of new right of way for twenty-eight (23) parcels on project #8304 Maiden Lane Widening 9th Street to 32nd Street in Joplin. All negotiation services will be performed under the requirements set forth in MoDOT's LPA Manual. Additional services include the appraisal of seven (7) temporary easements for this project.

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: Six months (6) from the effective date.

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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 1.5% 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; 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.

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. This Agreement is to be governed by the law of the state of Missouri.

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C. 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 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.

D. 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 the total amount of compensation received by Engineer.

E. 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.

F. 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 agree to submit the dispute to arbitration. Both mediation and arbitration shall be in accordance with the American Arbitration Association rules effective at the Effective Date of this agreement.

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 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. Engineer's Standard Hourly Rates are attached as Appendix 1.

2. The total compensation for services and reimbursable expenses is estimated to be $33,050.00*

23 parcels negotiated @ $1,200.00 per parcel	=		$27,600.00*
7 parcels appraised @ $700.00 per parcel	=		4,900.00
Mileage @ $0.55/per mile	=		550.00
		Total	$33,050.00

*[Note: A fee amount of $1,200 per parcel for negotiation activity will include preparation of documents and at least three contacts with the owners to insure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has failed and Tri-State Engineering will request direction on how to proceed from the City of Joplin.

For Condemnation purposes the per diem rate of $105.00 per hour for court appearances, attorney conferences, and preparation of court exhibits.

The above negotiation fee is based upon the following: City will provide with a notice to proceed [1] all applicable title commitments; [2] approved right of way plans and individual tract plats if available; [3] legal descriptions of right of way acquisition; [4] City right of way brochure [5] a copy of each appraisal with supporting documents from Contract Fee Appraiser. [6] All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to City personnel for closing each transaction. [7] The City will provide vacancy notices to each owner when applicable.

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

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Appendix 1 Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Engineer Principal	$ 210.00
Expert Witness	$ 210.00
Arbitrator/Mediator	$ 210.00
Managing Engineer	$ 145.00
Prof. Engineer I	$ 130.00
Prof. Engineer II	$ 110.00
Engineer Intern	$ 80.00
Prof. Surveyor I	$ 135.00
Prof. Surveyor II	$ 90.00
Survey Manager	$ 75.00
Survey Party Chief	$ 75.00
Surveyor's Aide I	$ 55.00
Surveyor's Aide II	$ 40.00
GPS Equipment or Robotic Equipment	$ 35.00
Traffic Technician I	$ 75.00
Chief Designer	$ 90.00
Designer I	$ 82.00
Designer II	$ 71.00
Engineering Tech I	$ 60.00
Engineering Tech II	$ 50.00
Secretary	$ 40.00
Resident Project Representative I	$ 77.00
Resident Project Representative II	$ 60.00
GIS Specialist	$ 70.00
GIS Technician I	$ 60.00
GIS Technician II	$ 50.00
Appraiser	$ 105.00
Right of Way Agent I	$ 92.50
Right of Way Agent II	$ 70.00
Field Service Tech I	$ 75.00
Field Service Tech II	$ 65.00
Public Relations Specialist	$ 85.00

COUNCIL BILL NO. 2012- 172 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and Tri-State Engineering, Inc., in the amount of Thirty-Three Thousand Fifty and No/100 Dollars ($33,050) for right of way negotiation and appraisal services for the Maiden Lane Widening Project and authorizing the City Manager 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 agreement by and between the City if Joplin, Missouri and Tri-State Engineering Inc., in the amount of Thirty-Three Thousand Fifty and No/100 Dollars (33,050) for right of way negotiation and appraisal services for the Maiden Lane Widening Project, in the City of Joplin, be and the same is hereby approved.

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 2.12 (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

_____, 2012, 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 City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0505 to pay the amount called for in said Agreement.

_____
Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 19, 2012
Council Bill No. 2012-173

Item: Approval of the 2012 TIGER Grant Number 8 Agreement with U.S. Department of Transportation Federal Highway Administration.

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Agreement
2) Council Bill No. 2012- 173

Engineering: Jack Schaller	Date: 11-12-12
Public Works: David Hertzberg	Date: 11/12/12
Finance Department: Leslie Jones	Date: 11-13-12
City Attorney: Brian Head	Date: 11-13-12
City Manager: R. Mark Rohr	Date: 11/13/12

Recommended Action: Approval of the 2012 TIGER Grant Number 8 Agreement with the U.S. Department of Transportation Federal Highway Administration.

Background: The TIGER discretionary Grant program provides state and local public agencies an opportunity to receive federal funds for road and transit projects. The projects identified provide improved capacity and safety, enhance multi-modal transportation and spur economic development in an area that was ravaged by the EF 5 tornado in May 2011.

Discussion: The improvements will include expanding the capacity of Maiden Lane, Schifferdecker Avenue, 26th Street and completing two railroad grade separations projects at 20th Street and 15th Street where they intersect the Kansas City Southern Railroad.

The Maiden Lane capacity improvements project consists of construction and construction engineering necessary to resurface and widen a two-mile stretch of roadway from 9th to 30th and resurfacing and widening the roadway from a four-lane to a five lane facility between 9th and 30th Streets.

The Schifferdecker Avenue capacity improvements project consists of construction and construction engineering of necessary in resurfacing and widening a two-mile stretch from a three-lane to a five lane facility between 7th and 32nd Streets.

The 26th Street capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a one-mile stretch from a two-lane to a three-lane facility between Schifferdecker Avenue and Maiden Lane.

The 20th Street Grade Separation projects consists of final design and construction of a grade separation structure and connecting roadway at the Kansas City Southern Railway.

The 15th Street Grade Separation projects consists of final design and construction of a grade separation structure and connecting roadway at the Kansas City Southern Railway a portion of this project is not fully funded at this time.

The grant agreement is in the amount of Twelve Million Dollars ($12,000,000), which is 80% of the project. This Grant is a total not-to-exceed amount of funding. For urban projects, the city certifies that not less than 20%, which is Two Million Four Hundred Thousand Dollars ($2,400,000) in non-federal funds are committed to fund the project. This agreement spells out the responsibilities of each party when it comes to reporting, use of federal funds, time frames and project phasing.

Recommendation: Staff recommends approval of an agreement with the U.S. Department of Transportation Federal Highway Administration.

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2012 (Pub. L. 112-055, NOV. 18, 2011), FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2012 TIGER DISCRETIONARY GRANTS)

CITY OF JOPLIN, MISSOURI

JOPLIN TRANSPORTATION AND DISASTER RECOVERY INITIATIVE

FHWA FY 2012 TIGER Grant No. 8

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of the City of Joplin, Missouri ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Consolidated and Further Continuing Appropriations Act, 2012 (Pub.L. 112-055, Nov. 18, 2011), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2012 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").

1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled "Joplin Transportation and Disaster Recovery Initiative", and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

1.3 The Government, having reviewed and considered the Grantee's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of Twelve Million Dollars ($12,000,000), for the entire period of performance (referred to

as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than Two Million Four Hundred Thousand Dollars ($2,400,000) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources.

1.3.1 As delineated in the Statement of Work (Attachment A to this Agreement), the Grant consists of five project components 1, 2, 3, 4A, and 4B with a Base Phase (Construction of Projects 1, 2 and 3) and One Option Phase – Phase 1 (Construction of Projects 4A and 4B).

1.3.2 The Base Phase obligation amount consists of up to SEVEN MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED AND EIGHTY THREE dollars ($7,498,883) for Projects 1, 2, and 3 eligible construction costs reimbursable under Title 23 of the United States Code.

1.3.3 The Option - Phase 1 obligation amount consists of up to FOUR MILLION FIVE HUNDRED ONE THOUSAND ONE HUNDRED AND SEVENTEEN DOLLARS ($4,501,117) for Projects 4A and 4B for eligible construction costs reimbursable under Title 23 of the United States Code. The Option - Phase 1 amount may only be obligated for performance only after (A) FHWA approves the Plans, Specifications and Estimates (PS&E) for Projects 4A and 4B, and (B) upon bilateral exercise of the Government, via formal amendment to the Agreement and executed by the Government.

1.3.4 The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at :

http://www.ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2012_gr_exhbt_tmp/index.htm

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Grantee
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses

Exhibit H Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

The TIGER funds will contribute to transportation projects in the Joplin area including expanding the capacity of Maiden Lane, Schifferdecker Avenue, and 26th Street and completing two railroad grade separation projects at 20th Street and 15th Street where they intersect the Kansas City Southern Railway.

2.2 Project's Schedule Summary (for further information see Attachment B):

Base Phase – Projects 1, 2 and 3

Completion of NEPA:	March 2012
Latest Planned Completion of Final PS&E:	March 2013
Planned Construction Start Date:	April 2013
Planned Construction Substantial Completion Date:	November 2013

Option Phase 1 – Projects 4A and 4B

Completion of NEPA:	March 2012
Planned Completion of Final PS&E:	April 2013

Planned Construction Start Date: August 2013

Planned Construction Substantial Completion Date: November 2014

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	$12,000,000	50%
Other Federal Funds (STP – Urban):	$ 539,120	2%
State Funds (MoDOT[1]):	$ 400,000	2%
Local Funds (City of Joplin):	$ 4,760,064	21%
Other Funds (Kansas City Southern Railroad):	$ 350,000	2%
Other Funds (unknown[2]):	$ 5,123,599	22%
Total Project Cost:	**$23,172,783**	**100%**

BASE Phase – Projects 1, 2 and 3	
TIGER Discretionary Grant Amount:	$ 7,498,883
Other Federal Funds (STP – Urban):	$ 539,120
Local Funds (City of Joplin):	$ 134,780
Total Cost:	**$ 8,172,783**

OPTION PHASE 1 – Projects 4A and 4B	
TIGER Discretionary Grant Amount:	$ 4,501,117
State Funds (MoDOT[3]):	$ 400,000
Local Funds (City of Joplin):	$ 4,625,284
Other Funds (Kansas City Southern Railroad):	$ 350,000
Other Funds (unknown[4]):	$ 5,123,599
Total Cost:	**$15,000,000**

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements:

Project 1 - Maiden Lane Roadway Widening ONE DOT TIP Amendment dated September 17, 2012.

[1] Missouri Department of Transportation
[2] Unidentified funding sources at time of agreement
[3] Missouri Department of Transportation
[4] Unidentified funding sources at time of agreement

Project 2 - Schifferdecker Roadway Widening Avenue ONE DOT TIP Amendment dated September 17, 2012

Project 3 - 26th Street Roadway Widening ONE DOT TIP Amendment dated September 17, 2012

Project 4A - 20th Street KCS Railroad Grade Separation ONE DOT TIP Amendment dated September 17, 2012

Project 4B - 15th Street KCS Railroad Grade Separation ONE DOT TIP Amendment dated September 17, 2012 (for Engineering and Right-of-Way funding only) and **Planned TIP Amendment** in May 2013 for Construction funding

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date:

Project 1 - Maiden Lane Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 2 - Schifferdecker Roadway Widening Avenue Programmatic Categorical Exclusion dated 3/15/2012

Project 3 - 26th Street Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 4A - 20th Street KCS Railroad Grade Separation Programmatic Categorical Exclusion dated 3/15/2012

Project 4B - 15th Street KCS Railroad Grade Separation Programmatic Categorical Exclusion dated 3/15/2012

Environmental Decision Type and Date:

Project 1 - Maiden Lane Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 2 - Schifferdecker Roadway Widening Avenue Programmatic Categorical Exclusion dated 3/15/2012

Project 3 - 26th Street Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 4A - 20th Street KCS Railroad Grade Separation Programmatic Categorical Exclusion dated 3/15/2012

Project 4B - 15th Street KCS Railroad Grade Separation Programmatic Categorical Exclusion dated 3/15/2012

Name of Agency and Office Approving each Environmental Decision Document:

Missouri Department of Transportation per Programmatic Agreement with FHWA – Missouri Division

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 10649846

Name of any First-Tier Sub-Grantees or Sub-Recipients : N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient : N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Jack Schaller
Assistant Public Works Director
City of Joplin
602 S. Main
Joplin, MO 64801
417-624-0820 Ext. 531
jschalle@joplinmo.org

and

Chad Zickefoose
Transportation Project Designer - LPA
Missouri Department of Transportation
3025 East Kearney
Springfield, MO 65803
417-895-7638
chad.zickefoose@modot.mo.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.

3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the Pre-project Report for Projects 1, 2, and 3 to the Government by **July 1, 2013**. Grantee shall represent that the data in the Pre-project Report for Projects 1, 2, and 3 is current as of **March 31, 2013**. Grantee shall submit the Pre-project Report for Projects 4A and 4B to the Government by **November 1, 2013**. Grantee shall represent that the data in the Pre-project Report is current as of **July 31, 2013**.

3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.

3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report for Projects 1, 2 and 3 to the Government by **July 1, 2019** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **March 31, 2019.** Grantee shall submit the Project Outcomes Report for Projects 4A and 4B to the Government by **November 1, 2020** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report for Projects 4A and 4B by **July 31, 2020.**

3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY 2012 TIGER Discretionary Grant No. 8 - Performance Measure Report No. 1 or 2 or 3, etc.

3.2 **Project Progress and Monitoring Reports**: Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.

3.3 **Annual Budget Review and Program Plan**: The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.

3.4 **Closeout Process**: Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.

3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Dawn Perkins
Realty Specialist

Federal Highway Administration – MO Division
3220 W. Edgewood, Suite H
Jefferson City, MO 65109
573-638-2626
dawn.perkins@dot.gov

and

FHWA TIGER Program Coordinator
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-207
Washington, DC 20590
(202) 366-0408
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

4.1 Option Phase 1 – Projects 4A and 4B may be exercised subject to the Government's determination that the FHWA has approved PS&E for this Phase, and the Recipient has met all Federal, State, and Local requirements required prior to the start of construction, and is subject to availability of funds. The obligation of FY 2012 TIGER Funds for Option Phase 1 will require execution of a formal bilateral amendment to the grant signed by the Government and Grantee.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

5.1.2 The Grantee fails to begin construction before **June 1, 2013**;

5.1.3 The Grantee fails to begin expenditure of Grant funds by **July 1, 2013**;

5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,

5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.

5.2 Funds made available under this Agreement shall be obligated by Grantee on or before September 30, 2013. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2018, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.

5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. Upon final execution of this Agreement by the Grantee, the effective date shall be the date the Government awarded funding under this Agreement as set forth below. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

EXECUTION BY THE GOVERNMENT

By the authorized signature below, the Government acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this_____ day of _____, 2012.

_____
Signature of Government's Authorized Representative

_____
Name of Government's Authorized Representative

_____
Title

EXECUTION BY CITY OF JOPLIN

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this_____ day of _____, 2012.

_____
Signature of Grantee's Authorized Representative

_____
Name of Grantee's Authorized Representative

_____
Title

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the Federal Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the Federal Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this_____ day of _____, 2012.

_____

Signature of State Department of Transportation Designated Official Representative

_____

Name of State Department of Transportation Designated Official Representative

_____

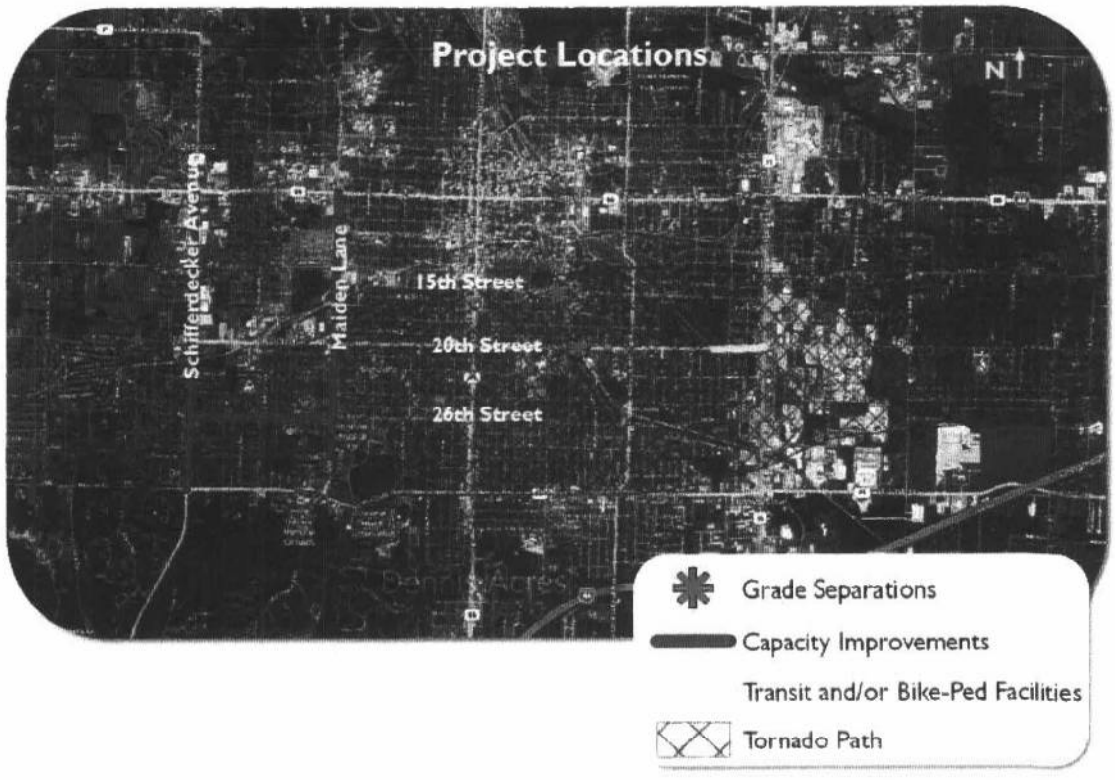
Title

ATTACHMENT A
STATEMENT OF WORK

The Joplin Transportation and Disaster Recovery Initiative project located in the City of Joplin, Missouri consists of five transportation infrastructure components. The Projects will provide improved capacity and safety; enhance multi-modal transportation; and spur economic development in an area that was ravaged by an EF5 tornado in May 2011.

The Grant Agreement provides full funding for the construction of four out of six of the components in the application. Although the 15th Street Grade Separation is not fully funded, it will move forward as described below. The 20th Street Transit, Pedestrian and Bicycle facilities project was eliminated due to delegating a higher priority to the Grade Separation projects.

TIGER funds will be used for the Base Phase for eligible construction Project costs under Title 23 of the United States Code for Projects 1, 2, and 3. TIGER funds will be used for Option Phase 1 for eligible construction costs for Projects 4A and 4B. The Projects will be advertised for construction under four separate construction project contracts. The five TIGER funded components, included in each of the four Project contracts are discussed below.



Base Phase

Project 1

The Maiden Lane capacity improvements project consists of construction and construction engineering necessary in resurfacing a two-mile stretch of roadway from 7th to 9th Streets and resurfacing and widening the roadway from a four-lane to a five-lane facility between 9th and 30th Streets. Complete street elements such as bike lanes, sidewalks and transit stops are incorporated into the design. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The roadway will be widened, milled, and resurfaced along with related culverts, storm sewers, retaining walls, hand rails, curb and gutter, landscaping, lighting, erosion control, and traffic control work to be completed.

Project 2

The Schifferdecker Avenue capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a two-mile stretch from a three-lane to a five-lane facility between 7th and 32nd Streets. Complete street elements such as bike lanes, sidewalks and transit stops are incorporated into the design. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The roadway will be widened and resurfaced along with related culverts, storm sewers, retaining walls, curb and gutter, landscaping, erosion control, and traffic control work to be completed.

Project 3

The 26th Street capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a one-mile stretch from a two-lane to a three-lane facility between Schifferdecker Avenue and Maiden Lane. Complete street elements such as bike lanes, sidewalks and transit stops are incorporated into the design. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The roadway will be widened and resurfaced along with related culverts, storm sewers, curb and gutter, landscaping, erosion control, and traffic control work to be completed.

Option Phase 1

Project 4

Project (4A) – The 20th Street Grade Separation project consists of final design (PS&E) and construction of a grade separation structure and connecting roadway at the Kansas City Southern Railway. To match TIGER funding, the City of Joplin will select an engineering consultant to complete the final design and acquire the necessary right-of-way. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The design will provide for construction of grade separation structure and related roadways, earthwork, MSE Walls, retaining walls, sanitary sewers, storm sewers, water mains, landscaping, signing, striping, erosion control, and traffic control while incorporating pedestrian and bicycle amenities.

Project (4B) (Add Alternate) – The 15th Street Grade Separation project consists of final design (PS&E), construction, and construction inspection of a grade separation structure and connecting roadway at the Kansas City Southern Railway; however this portion of the project is not fully funded at this time. To match TIGER funding, the City of Joplin will select an engineering consultant to complete the final design and acquire the necessary right-of-way. After PS&E review and approval, the City of Joplin will include the project in the construction advertisement as an add alternate, which means if the base bid comes in low enough, then the project will be added to the construction contract. The design will provide for construction of grade separation structure and related roadways, earthwork, MSE Walls, retaining walls, sanitary sewers, storm sewers, water mains, landscaping, signing, striping, erosion control, and traffic control while incorporating pedestrian and bicycle amenities.

The City of Joplin is committed to incorporating sustainable innovations in the design and construction of this project. Some of the strategies they may incorporate include sustainable landscaping, natural storm water treatment methods, porous pavement, recycled construction materials, and LED lighting and signals.

ATTACHMENT B
ESTIMATED PROJECT SCHEDULE

Base Phase

Project 1

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	April 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	February 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	April 2013
Planned Construction Start Date:	April 2013
Planned Mobilization Start Date:	April 2013
Planned Mobilization Completion Date:	April 2013
Planned Earthwork and Grading Start Date:	April 2013
Planned Earthwork and Grading Completion Date:	November 2013
Planned Clearing/Grubbing/Removals Start Date:	April 2013
Planned Clearing/Grubbing/Removals Completion Date:	July 2013
Planned Concrete Pavement Repair Start Date:	July 2013
Planned Concrete Pavement Repair Completion Date:	July 2013
Planned Culverts Start Date:	April 2013
Planned Culverts Completion Date:	September 2013
Planned Modular Block Retaining Wall Start Date:	August 2013
Planned Modular Block Retaing Wall Completion Date:	September 2013
Planned Storm Sewer Start Date:	April 2013
Planned Storm Sewer Completion Date:	September 2013
Planned Asphalt Milling Start Date:	August 2013
Planned Asphalt Milling Completion Date:	September 2013
Planned Base and Asphalt Pavement Start Date:	July 2013
Planned Base and Asphalt Pavement Completion Date:	November 2013
Planned Island, Sidewalk, Ramps, etc. Start Date:	May 2013

Planned Island, Sidewalk, Ramps, etc. Completion Date:	November 2013
Planned Hand Rails Start Date:	September 2013
Planned Hand Rails Completion Date:	November 2013
Planned Traffic Control Start Date:	April 2013
Planned Traffic Control Completion Date:	November 2013
Planned Erosion Control Start Date:	April 2013
Planned Erosion Control Completion Date:	November 2013
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	November 2013
Planned Signals and Lighting Start Date:	July 2013
Planned Signals and Lighting Completion Date:	November 2013
Planned 10% Contingency Start Date:	April 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

Project 2

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	April 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	December 2012
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	April 2013
Planned Construction Start Date:	April 2013
Planned Mobilization Start Date:	April 2013
Planned Mobilization Completion Date:	April 2013
Planned Earthwork and Grading Start Date:	April 2013
Planned Earthwork and Grading Completion Date:	November 2013
Planned Clearing/Grubbing/Removals Start Date:	April 2013
Planned Clearing/Grubbing/Removals Completion Date:	July 2013

Planned Retaining Walls Start Date:	May 2013
Planned Retaining Walls Completion Date:	September 2013
Planned Culverts Start Date:	April 2013
Planned Culverts Completion Date:	September 2013
Planned Storm Sewer Start Date:	April 2013
Planned Storm Sewer Completion Date:	September 2013
Planned Base Start Date:	July 2013
Planned Base Completion Date:	November 2013
Planned Sidewalk, Ramps, etc. Start Date:	April 2013
Planned Sidewalk, Ramps, etc. Completion Date:	November 2013
Planned Asphalt Pavement Start Date:	August 2013
Planned Asphalt Pavement Completion Date:	November 2013
Planned Traffic Control Start Date:	April 2013
Planned Traffic Control Completion Date:	November 2013
Planned Erosion Control Start Date:	April 2013
Planned Erosion Control Completion Date:	November 2013
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	November 2013
Planned 10% Contingency Start Date:	April 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

Project 3

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	April 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	March 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	April 2013

Planned Construction Start Date:	April 2013
Planned Mobilization Start Date:	April 2013
Planned Mobilization Completion Date:	April 2013
Planned Grading Start Date:	April 2013
Planned Grading Completion Date:	November 2013
Planned Removals Start Date:	April 2013
Planned Removals Completion Date:	July 2013
Planned Drainage Start Date:	April 2013
Planned Drainage Completion Date:	September 2013
Planned Paving Start Date:	July 2013
Planned Paving Completion Date:	November 2013
Planned Traffic Control Start Date:	April 2013
Planned Traffic Control Completion Date:	November 2013
Planned Erosion Control Start Date:	April 2013
Planned Erosion Control Completion Date:	November 2013
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	November 2013
Planned 10% Contingency Start Date:	April 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

Option Phase I

Project 4A

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Planned Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	August 2013
Planned Start of Final Design:	September 2012
Planned Completion of Final PS&E:	April 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	August 2013

Planned Construction Start Date:	August 2013
Planned Mobilization Start Date:	August 2013
Planned Mobilization Completion Date:	August 2013
Planned Clearing/Grubbing/Removals Start Date:	August 2013
Planned Clearing/Grubbing/Removals Completion Date:	September 2013
Planned Embankment (Fill) Start Date:	September 2013
Planned Embankment (Fill) Completion Date:	November 2014
Planned MSE Walls (Bridge Approach Fill) Start Date:	September 2013
Planned MSE Walls (Bridge Approach Fill) Completion Date:	March 2014
Planned Bridge Start Date:	October 2013
Planned Bridge Completion Date:	June 2014
Planned Bridge Approach Slab Start Date:	March 2014
Planned Bridge Approach Slab Completion Date:	July 2014
Planned Sanitary Sewer Mains Start Date:	September 2013
Planned Sanitary Sewer Mains Completion Date:	June 2014
Planned Storm Sewer Start Date:	September 2013
Planned Storm Sewer Completion Date:	June 2014
Planned Water Mains Start Date:	September 2013
Planned Water Mains Completion Date:	June 2014
Planned Concrete Retaining Walls Start Date:	June 2014
Planned Concrete Retaining Walls Completion Date:	October 2014
Planned Removal of At-Grade RR Crossing Start Date:	September 2014
Planned Removal of At-Grade RR Crossing Completion Date:	October 2014
Planned AB-3 Base Start Date:	July 2014
Planned AB-3 Base Completion Date:	October 2014
Planned Asphaltic Concrete Start Date:	July 2014
Planned Asphaltic Concrete Completion Date:	November 2014
Planned Pavement Marking Start Date:	October 2014
Planned Pavement Marking Completion Date:	November 2014
Planned Permanent Signing Start Date:	October 2014
Planned Permanent Signing Completion Date:	November 2014
Planned Seeding Start Date:	September 2014
Planned Seeding Completion Date:	November 2014
Planned Erosion Control Start Date:	August 2013

Planned Erosion Control Completion Date: November 2014

Planned Traffic Control Start Date: August 2013
Planned Traffic Control Completion Date: November 2014

Planned 10% Contingency Start Date: August 2013
Planned 10% Contingency Completion Date: November 2014

Planned Project Construction Substantial Completion Date: November 2014

Planned Project Closeout Date: February 2015

Project 4B (Add Alternate)

Planned Start of Preliminary Engineering: N/A
Planned End of Preliminary Engineering: N/A

Planned Start of Right of Way Acquisition: October 2012
Planned End of Right of Way Acquisition: August 2013

Planned Start of Final Design: September 2012
Planned Completion of Final PS&E: April 2013

Actual Completion of NEPA: March 2012

Planned Construction Contract Award Date: August 2013

Planned Construction Start Date: August 2013
- Planned Mobilization Start Date: August 2013
- Planned Mobilization Completion Date: August 2013

- Planned Clearing/Grubbing/Removals Start Date: August 2013
- Planned Clearing/Grubbing/Removals Completion Date: September 2013

- Planned Embankment (Fill) Start Date: September 2013
- Planned Embankment (Fill) Completion Date: November 2014

- Planned MSE Walls (Bridge Approach Fill) Start Date: September 2013
- Planned MSE Walls (Bridge Approach Fill) Completion Date: March 2014

- Planned Bridge Start Date: October 2013
- Planned Bridge Completion Date: June 2014

- Planned Bridge Approach Slab Start Date: March 2014
- Planned Bridge Approach Slab Completion Date: July 2014

- Planned Sanitary Sewer Mains Start Date: September 2013
- Planned Sanitary Sewer Mains Completion Date: June 2014

Planned Storm Sewer Start Date:	September 2013
Planned Storm Sewer Completion Date:	June 2014
Planned Water Mains Start Date:	September 2013
Planned Water Mains Completion Date:	June 2014
Planned Concrete Retaining Walls Start Date:	June 2014
Planned Concrete Retaining Walls Completion Date:	October 2014
Planned Removal of At-Grade RR Crossing Start Date:	September 2014
Planned Removal of At-Grade RR Crossing Completion Date:	October 2014
Planned AB-3 Base Start Date:	July 2014
Planned AB-3 Base Completion Date:	October 2014
Planned Asphaltic Concrete Start Date:	July 2014
Planned Asphaltic Concrete Completion Date:	November 2014
Planned Pavement Marking Start Date:	October 2014
Planned Pavement Marking Completion Date:	November 2014
Planned Permanent Signing Start Date:	October 2014
Planned Permanent Signing Completion Date:	November 2014
Planned Seeding Start Date:	September 2014
Planned Seeding Completion Date:	November 2014
Planned Erosion Control Start Date:	August 2013
Planned Erosion Control Completion Date:	November 2014
Planned Traffic Control Start Date:	August 2013
Planned Traffic Control Completion Date:	November 2014
Planned 10% Contingency Start Date:	August 2013
Planned 10% Contingency Completion Date:	November 2014

Planned Project Construction Substantial Completion Date: November 2014

Planned Project Closeout Date: February 2015

ATTACHMENT C
ESTIMATED PROJECT BUDGET

BASE PHASE

PROJECT 1

Maiden Lane Widening	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match	Federal – STP Urban	Other (unknown)
Construction Detail						
Mobilization	$175,000		$0	$0	$175,000	$0
Earthwork and Grading	$492,935		$492,935	$0	$0	$0
Clearing and Grubbing/Removals	$141,244		$0	$0	$141,244	$0
Concrete Pavement Repair	$18,200		$0	$18,200	$0	$0
Culverts	$856,405		$856,405	$0	$0	$0
Modular Block Retaining Wall	$40,500		$0	$0	$40,500	$0
Storm Sewer	$174,310		$0	$0	$174,310	$0
Asphalt Milling	$81,712		$0	$81,712	$0	$0
Base and Asphalt Pavement	$1,097,945		$1,097,945	$0	$0	$0
Island, Sidewalk, Ramps, and Curb and Gutter	$661,978		$661,978	$0	$0	$0
Hand Rails	$23,750		$23,750	$0	$0	$0
Traffic Control	$15,000		$15,000	$0	$0	$0
Erosion Control	$8,000		$0	$0	$8,000	$0
Seeding, Fertilizing and Mulch	$28,000		$0	$28,000	$0	$0
Signals and Lighting	$262,434		$262,434	$0	$0	$0
10% Contingency	$467,847		$460,913	$6,868	$66	$0
Construction Subtotal	$4,545,260	20%	$3,871,360	$134,780	$539,120	$0
Subtotal	**$4,545,260**	**20%**	**$3,871,360**	**$134,780**	**$539,120**	**$0**

PROJECT 2

Schifferdecker Avenue Widening	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match	Federal – STP Urban	Other (unknown)
Construction Detail						
Mobilization	$70,000		$70,000	$0	$0	$0
Earthwork and Grading	$148,141		$148,141	$0	$0	$0
Clearing and Grubbing/Removals	$34,852		$34,852	$0	$0	$0
Retaining Walls	$149,745		$149,745	$0	$0	$0
Culverts	$140,080		$140,080	$0	$0	$0
Storm Sewer	$53,150		$53,150	$0	$0	$0
Base	$126,831		$126,831	$0	$0	$0
Sidewalk, Ramps, and Curb and Gutter	$133,100		$133,100	$0	$0	$0
Asphalt Pavement	$516,082		$516,082	$0	$0	$0
Traffic Control	$15,000		$15,000	$0	$0	$0
Erosion Control	$8,000		$8,000	$0	$0	$0
Seeding, Fertilizing and Mulch	$9,000		$9,000	$0	$0	$0
10% Contingency	$154,167		$154,167	$0	$0	$0
Construction Subtotal	$1,558,148	7%	$1,558,148	$0	$0	$0
Subtotal	**$1,558,148**	**7%**	**$1,558,148**	**$0**	**$0**	**$0**

PROJECT 3

26th Street Widening	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match	Federal – STP Urban	Other (unknown)
Construction Detail						
Mobilization	$92,181		$92,181	$0	$0	$0
Grading	$253,970		$253,970	$0	$0	$0
Removals	$28,219		$28,219	$0	$0	$0
Drainage	$301,000		$301,000	$0	$0	$0
Paving	$1,185,180		$1,185,180	$0	$0	$0
Traffic Control	$18,800		$18,800	$0	$0	$0
Erosion Control	$8,000		$8,000	$0	$0	$0
Seeding, Fertilizing and Mulch	$9,000		$9,000	$0	$0	$0
10% Contingency	$173,025		$173,025	$0	$0	$0
Construction Subtotal	$2,069,375	9%	$2,069,375	$0	$0	$0
Subtotal	**$2,069,375**	**9%**	**$2,069,375**	**$0**	**$0**	**$0**

OPTION PHASE 1
PROJECT 4A

20th Street Railroad Grade Separation	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match	Federal – STP Urban	Other (unknown)
Preliminary Engineering	$504,000	2%	$0	$504,000	$0	$0
Right of Way Acquisition	$500,000	2%	$0	$500,000	$0	$0
Construction Detail						
Mobilization	$200,000		$200,000	$0	$0	$0
Clearing and Grubbing / Removals	$200,000		$0	$200,000	$0	$0
Embankment (Fill)	$105,000		$0	$105,000	$0	$0
MSE Walls (Bridge Approach Fill)	$1,925,800		$0	$1,925,800	$0	$0
Bridge	$1,625,700		$1,625,700	$0	$0	$0
Bridge Approach Slab	$37,400		$37,400	$0	$0	$0
Sanitary Sewer Mains	$150,000		$150,000	$0	$0	$0
Storm Sewer	$150,000		$150,000	$0	$0	$0
Water Mains	$150,000		$150,000	$0	$0	$0
Concrete Retaining Walls	$6,000		$0	$6,000	$0	$0
Removal of At-Grade RR Crossing	$50,000		$50,000	$0	$0	$0
AB-3 Base	$163,170		$163,170	$0	$0	$0
Asphaltic Concrete	$380,000		$380,000	$0	$0	$0
Pavement Marking	$20,000		$0	$20,000	$0	$0
Permanent Signing	$30,000		$30,000	$0	$0	$0
Seeding	$16,000		$16,000	$0	$0	$0
Erosion Control	$15,000		$0	$15,000	$0	$0
Traffic Control	$100,000		$0	$100,000	$0	$0
10% Contingency	$671,930		$309,446	$362,484	$0	$0
Construction Subtotal	$5,996,000	26%	$3,261,716	$2,734,284	$0	$0
Subtotal	**$7,000,000**	**30%**	**$3,261,716**	**$3,738,284**	**$0**	**$0**

PROJECT 4B (ADD ALTERNATE)

15th Street Railroad Grade Separation *(Add Alternate)*	**Planned Cost**	**% of Total Project Cost**	**FY12 TIGER Funds**	**Match**	**Federal – STP Urban**	**Other (unknown)**
Preliminary Engineering	$512,000	2%	$0	$512,000	$0	$0
Right of Way Acquisition	$750,000	3%	$0	$750,000	$0	$0
Construction Detail						
Mobilization	$200,000		$0	$0	$0	$200,000
Clearing and Grubbing / Removals	$900,000		$0	$0	$0	$900,000
Embankment (Fill)	$90,000		$0	$0	$0	$90,000
MSE Walls (Bridge Approach Fill)	$1,918,600		$0	$0	$0	$1,918,600
Bridge	$1,625,700		$1,202,001	$0	$0	$423,699
Bridge Approach Slab	$37,400		$37,400	$0	$0	$0
Sanitary Sewer Mains	$150,000		$0	$150,000	$0	$0
Storm Sewer	$150,000		$0	$150,000	$0	$0
Water Mains	$150,000		$0	$0	$0	$150,000
Concrete Retaining Walls	$6,000		$0	$0	$0	$6,000
Removal of At-Grade RR Crossing	$50,000		$0	$50,000	$0	$0
AB-3 Base	$164,670		$0	$0	$0	$164,670
Asphaltic Concrete	$383,680		$0	$0	$0	$383,680
Pavement Marking	$15,000		$0	$0	$0	$15,000
Permanent Signing	$26,000		$0	$0	$0	$26,000

15th Street Railroad Grade Separation (*Add Alternate*)	**Planned Cost**	**% of Total Project Cost**	**FY12 TIGER Funds**	**Match**	**Federal – STP Urban**	**Other (unknown)**
Seeding	$10,000		$0	$0	$0	$10,000
Erosion Control	$15,000		$0	$0	$0	$15,000
Traffic Control	$100,000		$0	$0	$0	$100,000
10% Contingency	$745,950		$0	$25,000	$0	$720,950
Construction Subtotal	$6,738,000	29%	$1,239,401	$375,000	$0	$5,123,599
Subtotal	**$8,000,000**	**34%**	**$1,239,401**	**$1,637,000**	**$0**	**$5,123,599**
Total	**$23,172,783**	**100%**	**$12,000,000**	**$5,510,064**	**$539,120**	**$5,123,599**

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLES

Study Area: Projects 1, 2, and 3 - MAIDEN LANE, SCHIFFERDECKER AVENUE, AND 26TH STREET – TRAFFIC DATA WILL BE COLLECTED ON ALL PROJECT STREETS IN THE CITY OF JOPLIN.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average daily traffic	ADT is defined as the total volume of vehicle traffic on a highway or road segment per day.	Baseline Measurement: Annual average, accurate as of March 31, 2013 Interim Performance Measures: Accurate as of March 31, annually	Baseline Measurement: July 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by July 1, of each year
Annual average peak/off-peak vehicle travel time (minutes)	Travel time measured for traffic measured during peak and off-peak periods for a designated highway or road segment.	Baseline Measurement: Annual average, accurate as of March 31, 2013 Interim Performance Measures: Accurate as of March 31, annually	Baseline Measurement: July 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by July 1, of each year
Average Daily Pedestrian and Bicycle Traffic (Usage)	Average daily bicycle and pedestrian counts uses the National Bicycle and Pedestrian Documentation Project (NBPDP) methodology by conducting hourly counts at designated locations	Baseline Measurement: Annual average, accurate as of March 31, 2013 Interim Performance Measures:	Baseline Measurement: July 1, 2013 Interim Performance Measures: For a period of 5 years after

	Counts will be collected on days specified by the NBPDP.	Accurate as of March 31, annually	the project completion, reported by July 1, of each year

Study Area: Projects 4A and 4B - 15TH & 20TH STREET RAILROAD OVERPASS PROJECT – TRAFFIC DATA WILL BE COLLECTED ON 15TH & 20TH STREETS, THE LOCATION OF THE NEW OVERPASS IN THE CITY OF JOPLIN.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average daily traffic	ADT is defined as the total volume of vehicle traffic on a highway or road segment per day.	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of each year
Average daily total vehicle delay at the crossing (minutes)	Delay calculated at the 15th Street and 20th Street at-grade crossings	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of

			each year
Annual average peak/off-peak vehicle travel time (minutes)	Travel time measured for traffic measured during peak and off-peak periods for a designated highway or road segment.	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of each year
Average Daily Pedestrian and Bicycle Traffic (Usage)	Average daily bicycle and pedestrian counts uses the National Bicycle and Pedestrian Documentation Project (NBPDP) methodology by conducting hourly counts at designated locations Counts will be collected on days specified by the NBPDP.	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of each year
Annual Vehicle Crash Rates by Type/Severity (Safety)	Annual Vehicle Crash Rates by Type and Severity assesses the safety value of the improvement investment. Crash rates are expressed as crashes per million vehicle miles travelled (VMT).	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of each year

COUNCIL BILL NO. 2012- 173 ORDINANCE NO.

AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director 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 U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement. 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

_____, 2012, by a _____ vote.

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: November 19, 2012
Council Bill No. 2012-174

Item: STP-Urban Agreement with Missouri Department of Transportation
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Agreement
2) Council Bill No. 2012- 174

Engineering: Jack Schaller JS	Date: 11-12-12
Public Works: David Hertzberg DH	Date: 11/12/12
Finance Department: Leslie Jones LJ	Date: 11-12-12
City Attorney: Brian Head BH	Date: 11/13/12
City Manager: R. Mark Rohr MR	Date: 11/13/2012

Recommended Action: Approval of an STP-Urban agreement with Missouri Department of Transportation.

Background: Federal Highway Administration has awarded the City of Joplin a discretionary grant through the National Infrastructure Investments "TIGER" program. The city will construct improvements using STP and TIGER grant funds. The purpose of this agreement is to grant the use of STP and TIGER funds to the city. The projects will provide improved capacity and safety, enhance multi-modal transportation and spur economic development in an area that was ravaged by the EF 5 tornado in May 2011.

Discussion: The improvements will include expanding the capacity of Maiden Lane, Schifferdecker Avenue, 26th Street and completing one railroad grade separation project at 20th Street and if enough funding is available, completing a 2nd railroad grade separation project at 15th Street where they intersect the Kansas City Southern Railroad.

The Maiden Lane capacity improvements project consists of construction and construction engineering necessary to resurface and widen a two-mile stretch of roadway from 9th to 30th Streets and resurfacing and widening the roadway from a four-lane to a five lane facility between 9th and 30th Streets.

The Schifferdecker Avenue capacity improvements project consists of construction and construction engineering of necessary in resurfacing and widening a two-mile stretch from a three-lane to a five lane facility between 7th and 32nd Streets.

The 26th Street capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a one-mile stretch from a two-lane to a three-lane facility between Schifferdecker Avenue and Maiden Lane.

The 20th Street Grade Separation projects consists of final design and construction of a grade separation structure and connecting roadway at the Kansas City Southern Railway.

The 15th Street Grade Separation projects consists of final design and construction of a grade separation structure and connecting roadway at the Kansas City Southern Railway a portion of this project is not fully funded at this time. Additional funding is being looked for at this time. Project is being designed with the expectation that we will hopefully be able to fully fund 15th Street also.

The grant agreement provides full funding for the construction of four out of five of the projects. This agreement is in place because the city has elected to use MoDOT as our federal oversight to insure compliance with all federal rules and regulations for both the STP and TIGER Funds. This agreement spells out the responsibilities of each party.

Recommendation: Staff recommends approval of an agreement with the Missouri Department of Transportation.

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 06/12 (MWH)
Modified: 10/12 (MWH)

CFDA Number:	CFDA #20.205 and #90.933
CFDA Title:	Highway Planning and Construction
Award name/number:	TDG-3200(718)
Award Year:	2013
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Jasper County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 23 U.S.C. §133 authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, The United States government has awarded the City's Disaster Recovery and Transportation Initiative a discretionary grant through the National Infrastructure Investments "TIGER" program, GRANT AGREEMENT UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2012 (Pub. L. 112-055, NOV. 18, 2011), FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2012 TIGER DISCRETIONARY GRANTS) CITY OF JOPLIN, MISSOURI JOPLIN TRANSPORTATION AND DISASTER RECOVERY INITIATIVE FHWA FY 2012 TIGER Grant No. 8; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP and TIGER funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP and TIGER funds to the City. The improvement contemplated by this Agreement and designated as Project TDG-3200(718) involves:

Expanding the capacity of Maiden Lane, Schifferdecker Avenue, and 26th Street and completing two railroad grade separation projects at 20th Street and 15th Street where they intersect the Kansas City Southern Railway.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project TDG-3200(718) by the Commission is within the city limits of Joplin, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Project 1: The Maiden Lane capacity improvements project consists of construction and construction engineering necessary in resurfacing a two-mile stretch of roadway from 7th to 9th Streets and resurfacing and widening the roadway from a four-lane to a five-lane facility between 9th and 30th Streets.

Project 2: The Schifferdecker Avenue capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a two-mile stretch from a three-lane to a five-lane facility between 7th and 32nd Streets.

Project 3: The 26th Street capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a one-mile stretch from a two-lane to a three-lane facility between Schifferdecker Avenue and Maiden Lane.

Project 4A: The 20th Street Grade Separation project consists of final design (PS&E) and construction of a grade separation structure and connecting roadway at the Kansas City Southern Railway.

Project 4B: The 15th Street Grade Separation project consists of final design (PS&E), construction, and construction inspection of a grade separation structure and connecting roadway at the Kansas City Southern Railway; however this portion of the project is not fully funded at this time.

(3) REASONABLE PROGRESS POLICY: The project schedule and terms for meeting reasonable progress shall be determined by the FY 2012 TIGER Grant No. 8 executed by the USDOT, Commission and the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above described portion of the City street system as part of the State Highway System for the purposes of this STP/TIGER project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or

liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP/TIGER programs for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit B. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(13) REIMBURSEMENT: The terms for reimbursement of Federal funds by the Federal Government shall be determined by the FY 2012 TIGER Grant No. 8 executed by the USDOT, Commission and the City.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project TDG-3200(718) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than $10,000.00. The City shall repay any progress payments which involve ineligible costs.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP or TIGER improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or

devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) OMB AUDIT: If the City expend(s) five hundred thousand dollars ($500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars ($500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after

delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Jack Schaller, Assistant Public Works Director
City of Joplin
602 S. Main
Joplin, MO 64801
417-624-0820 Ext. 531
jschalle@joplinmo.org

(B) To the Commission:
Chad Zickefoose, Transportation Project Designer - LPA
Missouri Department of Transportation
3025 East Kearney
Springfield, MO 65803
417-895-7638
chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is

threatened with litigation with a subcontractor or supplier as a result of such direction, the
City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of November, 2012.

Executed by the Commission this ___ day of November, 2012.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

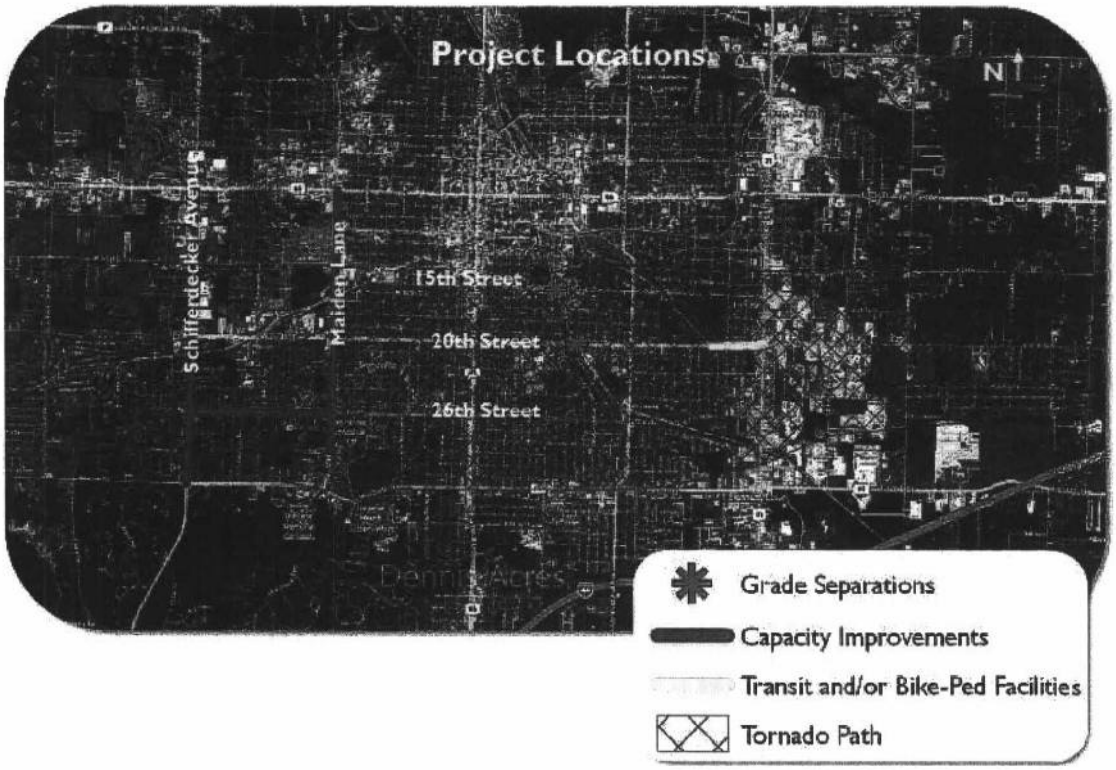
Ordinance No:_____

EXHIBIT A - Location of Project

The Joplin Transportation and Disaster Recovery Initiative project located in the City of Joplin, Missouri consists of five transportation infrastructure components. The Projects will provide improved capacity and safety; enhance multi-modal transportation; and spur economic development in an area that was ravaged by an EF5 tornado in May 2011.

The Grant Agreement provides full funding for the construction of four out of six of the components in the application. Although the 15th Street Grade Separation is not fully funded, it will move forward as described below. The 20th Street Transit, Pedestrian and Bicycle facilities project was eliminated due to delegating a higher priority to the Grade Separation projects.

TIGER funds will be used for the Base Phase for eligible construction Project costs under Title 23 of the United States Code for Projects 1, 2, and 3. TIGER funds will be used for Option Phase 1 for eligible construction costs for Projects 4A and 4B. The Projects will be advertised for construction under four separate construction project contracts. The five TIGER funded components, included in each of the four Project contracts are discussed below.



REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4.A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1)T he number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchman, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted ,or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*****

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

COUNCIL BILL NO. 2012- 174 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Missouri Department of Transportation for the STP-Urban Program Agreement and authorizing the Public Works Director 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 Missouri Department of Transportation for the STP-Urban Program Agreement.

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

_____, 2012, by a _____ vote.

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: November 19. 2012

Item: Council Bill No. 2012-175
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit A – Legal Description
2) Exhibit B – EEZ Tax Abatement Guidelines
3) Council Bill 2012-175

Public Works Director: David Hertzberg DKH	Date: 11/12/12
City Attorney: Brian Head	Date: 11/13/12
City Manager: R. Mark Rohr	Date: 11/13/12
Planning and C.D. Director: Troy Bolander T.B.	Date: 11/12/12
Finance Director: Leslie Jones	Date: 11-13-12

INTRODUCTION:

The following council bill is a request by Heartland Pet Food Manufacturing Incorporated for the abatement of ad valorem taxes on a new building located in the Crossroads Industrial Park. The taxes would be abated through the Joplin Area Enhanced Enterprise Zone Program.

DISCUSSION:

Heartland Pet Food Manufacturing is in the process of submitting plans to construct a new facility located at 8101 E. 32nd St. in the Crossroads Industrial Park. The new business specializes in the manufacturing of pet food. The company is projecting they will create 131 jobs within two years. The average wage of the employees is 36,000. The estimated investment by the company into the new facility (real property) is $30,300,000. An additional $59,000,000 will be spent on machinery and equipment.

The amount of abatement offered is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff is recommending that Heartland Pet Food Manufacturing, Inc.'s ad valorem taxes on the new building be abated at 100% for 10 years per the approved EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Heartland that they will pay an average wage of $36,000 per job which is approximately 104% of the county average wage ($34,461) and the company will create over 100 jobs within two years.

RECOMMENDATION:

Staff recommends approval of this agreement and abatement on an emergency basis.

"EXHIBIT A"

TRACT 1:

A TRACT OF LAND IN THE S-1/2 OF THE SW-1/4 OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S-1/2 OF THE SW-1/4;
THENCE S 01°38'53"W ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 380.00 FEET;
THENCE S 88°50'15"E AND PARALLEL WITH THE NORTH LINE OF SAID S-1/2 OF THE SW-1/4, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING;
THENCE S 88°50'15"E AND PARALLEL WITH THE NORTH LINE OF SAID S-1/2 OF THE SW-1/4, A DISTANCE OF 1675.00 FEET;
THENCE S 01°38'53"W AND PARALLEL WITH THE WEST LINE OF SECTION 14, A DISTANCE OF 884.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY FF (32ND STREET);
THENCE N 88°49'57"W ALONG SAID RIGHT-OF-WAY, 1499.65 FEET;
THENCE N 53°53'48"W ALONG SAID RIGHT-OF-WAY, 212.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 190 (PRIGMORE AVENUE);
THENCE N 01°38'53"E ALONG SAID RIGHT-OF-WAY, 762.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.77 ± ACRES (1,470,856 SQ. FT.), MORE OR LESS.
BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.

TRACT 2:

A TRACT OF LAND IN THE S-1/2 OF THE SW-1/4 OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S-1/2 OF THE SW-1/4;
THENCE S 01°38'53"W ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 380.00 FEET;
THENCE S 88°50'15"E AND PARALLEL WITH THE NORTH LINE OF SAID S-1/2 OF THE SW-1/4, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING;
THENCE S 88°50'15"E AND PARALLEL WITH THE NORTH LINE OF SAID S-1/2 OF THE SW-1/4, A DISTANCE OF 1675.00 FEET;
THENCE N 01°38'53"E AND PARALLEL WITH THE WEST LINE OF SECTION 14, A DISTANCE OF 320.00 FEET;
THENCE N 88°50'15"W AND PARALLEL WITH THE NORTH LLNE OF SAID S-1/2 OF THE SW-1/4, A DISTANCE OF 1675.00 FEET;
THENCE S 01°38'53"W ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 190 (PRIGMORE AVENUE), 320.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.30 ± ACRES (535,981 SQ. FT.), MORE OR LESS.
BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.

TRACT 3:

A TRACT OF LAND IN THE S-1/2 OF THE SW-1/4 OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S-1/2 OF THE SW-1/4;
THENCE S 88°50'15"E ALONG THE NORTH LINE OF THEREOF, 1720.00 FEET;
THENCE S 01°38'53"W AND PARALLEL WITH THE WEST LINE OF SECTION 14, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;
THENCE N 88°50'15"E AND PARALLEL WITH THE NORTH LINE OF SAID S-1/2 OF THE SW-1/4, A DISTANCE OF 816.34 FEET;
THENCE S 43°33'34"E, 168.88 FEET TO A POINT ON THE EAST LINE OF THE SW-1/4;
THENCE S 01°43'06"W ALONG SAID EAST LINE, 974.46 FEET;
THENCE S 46°26'34"W, 156.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY FF (32ND STREET);
THENCE N 88°49'57"W ALONG SAID RIGHT-OF-WAY, 824.63 FEET;
THENCE N 01°38'53"E, 1204.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.57 ± ACRES (1,113,744 SQ. FT.), MORE OR LESS.
BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.


E 26TH ST
E 26TH St
N
CL191
S PRIGMORE AVE
Tract 2
12.30 Acres
Tract 1
33.77 Acres
Tract 3
25.57 Acres
E 31ST ST
E 32ND ST
KODIAK RD

JOPLIN missouri
Central. Connected. Capable

"Exhibit B"

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. **Existing firms qualify based on avg. wage of existing employment base.**

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2012-175 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8101 E. 32th Street. and owned by Heartland Pet Food Manufacturing Incorporated; and, containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of manufacturing petfood and,

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 8101 E. 32nd Street more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of one-hundred percent (100%) commencing January 1, 2014 and continuing to and ending after December 31st, 2023.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Heartland Pet Food Manufacturing Inc. is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Heartland Pet Food Manufacturing Inc. has twenty-four months beginning January 1, 2014 to create over 100 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 19, 2012

Item: Council Bill No. 2012-176
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Sub-recipient Agreement
2) Council Bill No 2012-176

Planning & Community Development Director: Troy Bolander T.B.	Date: 11/13/12
Public Works Director: David Hertzberg	Date: 11/13/12
Finance Director: Leslie Jones	Date: 11-13-12
City Attorney: Brian Head	Date: 11/13/12
City Manager: R. Mark Rohr	Date: 11/13/12

INTRODUCTION:

The following is an agreement between the City of Joplin and the Economic Security Corporation Southwest Area for 2012 HOME Housing Rehabilitation funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's relationship with the Economic Security Corporation (ESC) to rehabilitate owner occupied homes within the region. This program will provide $144,025 in 2012 HOME funds and $55,000 from reprogrammed 2009 and 2010 HOME funds for the rehabilitation of homes owned by low-to-moderate income families or individuals. The maximum assistance available will be $25,000 per house with additional costs allowed for project management administration provided by ESC. The allocation should provide adequate funding for approximately eight (8) rehabilitation projects.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2012 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so ESC can continue with housing rehabilitation projects under the HOME program

2012 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this __day of _____, 20__ by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2012 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $144,025 from its 2012 HOME funds and reprogram $55,000 from its 2009 and 2010 HOME funds for a Homeowner Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $144,025 from its 2012 HOME funds and reprogram $55,000 from its 2009 and 2010 HOME fund allocation for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $199,025 from its 2009, 2010, and 2012 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the

Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of_____, 20___.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

_____
John Joines
Chief Executive Officer

ATTEST:

_____
Curtis Scott

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

_____
Troy Bolander
Planning & Community Development Director

ATTEST:

_____
R Mark Rohr
City Manager

_____
Barbara L. Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2012-176 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertains to 2012 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

WHEREAS, the City of Joplin and Economic Security corporation (ESC) of Southwest Missouri, are desirous of entering into an agreement whereby ESC will rehabilitate owner occupied homes for low/moderate income families through the Home Partnership Investment Program (HOME).

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

Section 1: That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation dealing generally with 2012 HOME Housing Rehabilitation funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a _____vote.

_____
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: November 19, 2012

Item: Council Bill 2012-177
Originating Department: Planning & Community Development

Attachments: 1) 2012 Acquisition and Rehabilitation Program Agreement
2) Council Bill No 2012-177

Planning & Community Development Director: Troy Bolander T.B.	Date: 11/12/12
Public Works Director: David Hertzberg DRH	Date: 11/12/12
Finance Department: Leslie Jones LJ	Date: 11-13-12
City Attorney: Brian Head	Date: 11/15/12
City Manager: Mark Rohr	Date: 11/13/12

DISCUSSION:
The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, constructing new affordable housing, acquiring and rehabilitating homes, and providing homeownership assistance.

This agreement is with the Harry S. Truman Community Development Corporation (HSTCDC) to act as owner and developer of properties for acquisition and rehabilitation of homes within the region. This program will provide $90,000 in HOME funds for the acquisition and rehabilitation of a home to be sold to a low-to-moderate income family.

RECOMMENDATION:
Staff recommends approval of the agreement with HSTCDC to continue the acquisition and rehabilitation portions of the HOME Program on an Emergency basis. These activities have received prior approval from the Council as part of the 2012 Action plan.

2012 ACQUISITION & REHABILITATION PROGRAM

AGREEMENT BETWEEN

THE JOPLIN CONSORTIUM
AND
THE HARRY S TRUMAN COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT MADE this ___ day of _____, 20__, by and between the City of Joplin, hereinafter referred to as the "CITY", and the Harry S Truman Community Development Corporation, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 800 Pennell, Carl Junction, Missouri 64834.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency, of the City of Joplin and members of the Joplin Consortium as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Director of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as each redevelopment of individual houses including acquisition, rehabilitation and sale to LMI homebuyers for the purpose of the PROGRAM.

F. **PROGRAM** – is hereby defined as the process in which each PROJECT is redeveloped in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

New Home Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition	Spring 2013
Quarterly progress report	April 15th , 2013
Procurement of construction contractor and notice to proceed	Spring-Summer – 2013
Quarterly progress report	July 15th, 2013
Construction completion	Fall-Winter 2013
Quarterly progress report	October 15th, 2013
Quarterly progress report	January15th, 2014

In addition, this project is subject to ongoing compliance requirements of HOME for 5 years from the date of initial occupancy. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of resale. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the project or any part thereof or any interest therein.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to acquire and rehabilitate one (1) existing house as described in ATTACHMENT B, "PROPOSAL FOR: 2012 JOPLIN CONSORTIUM CHDO ACQUISITION AND REHABILITATION HOMEBUYER PROGRAM", in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a specific working budget and realistic timetable for each PROJECT as relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the AGENCY. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses & Developer Fees

A. The total costs for the PROGRAM shall not exceed NINETY THOUSAND DOLLARS **($90,000.00)** of 2012 Joplin Consortium HOME Funds.

B. The CITY shall pay the DEVELOPER, as maximum compensation for all PROJECT expenses required pursuant to the Scope of Work thereof, NINETY THOUSAND DOLLARS **($90,000.00)** of HOME Funds, an amount included in Section IV (A). Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, TEN THOUSAND DOLLARS **($10,000.00)** of HOME Funds, an amount included in Section IV A. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	***Max. Cumulative Developer Fee %***
Acquisition closing	25%
Construction closing / start of construction or rehab	40%
50% construction completion	60%
Construction completion (certificate of occupancy)	75%
Sustaining occupancy (or sale) & completion report	100%

Since multiple projects (buildings) are involved, the developer fee will be pro-rated to each project and determined during the budgeting phase of each project. The applicable percentage will be applied to each.

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. The HOME funds advanced to the PROJECT will be secured by a note and mortgage, and in the case of a rental project, a deed covenant as required by 24 CFR Part 92.

C. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. If the project is to be owner-occupied, the DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period. (If the property also contains a rental unit assisted with HOME funds, the DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a)(6).) If the project is to be rental, the DEVELOPER will ensure that that project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum

compliance period.

E. The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR 92.252 (rental) or 92.254 (owner-occupied) as applicable. The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program.***

F. In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of the AGENCY.

G. If the PROJECT is occupied at the time of this commitment, the DEVELOPER will comply with the relocation requirements of 24 CFR 92.353.

H. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

I. If the PROJECT is to be owner-occupied, the DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

J. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

K. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the DEVELOPER shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

L. If the property is sold through a lease-purchase agreement, the DEVELOPER will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

M. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project

Requirements as outlined above.

B. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2012 JOPLIN CONSORTIUM CHDO ACQUISITION AND REHABILITATION HOMEBUYER PROGRAM".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions

It is understood that the DEVELOPER has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the DEVELOPER will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - .48.

In addition, the following requirements are imposed on any procurement for materials, services and contract labor obtained under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers who are directly solicited are required. The contractors must be solicited from a pre-qualified list that is maintained by publishing in the Joplin Globe, on at least an annual basis, a CITY approved advertisement requesting qualifications.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER, including:

   a) Occupancy of a rental housing unit in a HOME-assisted rental project;
   b) Receipt of HOME tenant-based rental assistance;
   c) Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
   d) Receipt of HOME homebuyer acquisition assistance; or
   e) Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and

ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition

precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to 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).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been

received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount listed in SECTION VII is at or exceeds $500,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

   City address – 602 S. Main St., Joplin, MO 64801

   DEVELOPER address – 800 Pennell, Carl Junction, Missouri 64834

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

the City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested

FOR DEVELOPER

HARRY S TRUMAN COMMUNITY DEVELOPMENT CORPORATION

By: _____ Date: _____

Harry Rogers, Executive Director
DEVELOPER

Attest: _____
_____
_____

FOR CITY

CITY OF JOPLIN, a political subdivision of the State of Missouri

By: _____ Date: _____

R. Mark Rohr
City Manager

_____

Barbara Hogelin
Recording Secretary

Approved as to form:

_____

Brian Head
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 10 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County.

Attachment B

PROPOSAL FOR:

2012 JOPLIN CONSORTIUM

CHDO ACQUISITION AND REHABILITATION HOMEBUYER PROGRAM

The Harry S Truman Community Development Corporation (HSTCDC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds. These funds were budgeted for in the 2012 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The HSTCDC proposes to use the $90,000 budgeted in the 2012 Action Plan to acquire and rehabilitate one more existing house. The program will be fully financed by these grant funds. Each home acquired under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Other prevailing market conditions, including other government assistance (such as the CDBG Neighborhood Stabilization Program), will also influence the selection of each lot location and home design on a case by case basis.

It is the intent of the HSTCDC to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the HSTCDC.

ACQUISITION

A search for homes will begin in neighborhoods of eligible communities where housing rehabilitation will be beneficial to the neighborhood, but the area is still attractive and marketable to prospective homebuyers. The new house acquired is anticipated to cost between $20,000 and $40,000.

When a potential home is located, an environmental review will be completed and offer made as soon as clearance is receive from the City of Joplin. A negotiated earnest payment will be made on the property to secure site control until closing.

CONSTRUCTION

The home will be rehabilitated in conformance with local applicable building code standards. The HSTCDC will either sub-contract out or hire a general contractor to perform the rehabilitation of the home. The HSTCDC would like to reserve the right to work with a volunteer group if given the opportunity.

The HSTCDC will annually solicit, in the Joplin Globe and other area newspapers, sub-contractor and general contractors who are interested and qualified to participate in the

program. The pre-qualified list of contractors will be directly solicited for each project within 30 days of closing on the house. The lowest, most responsive and responsible bidder(s) will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor(s) will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The HSTCDC will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor(s) will be made upon each approved inspection.

SALE TO HOMEBUYER

Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership. The HSTCDC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the HSTCDC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the HSTCDC, if necessary. A standard closing process will be completed by the title company. The HSTCDC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS

In the event a particular project does not sell within six (6) months of its construction completion, the HSTCDC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the HSTCDC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS

When homes are sold, the funds that are repaid to the HSTCDC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to develop new homes.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the HSTCDC will no longer be restricted to federal regulations and will be considered "cash proceeds". The HSTCDC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET

The following budget represents our anticipated/proposed costs per home:

	Acquisition	Construction	Developer Fee	Totals
New Home	$30,000	$50,000	$10,000	$90,000
Totals	$30,000	$50,000	$10,000	$90,000

New Home Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition	Spring 2013
Quarterly progress report	April 15th , 2013
Procurement of construction contractor and notice to proceed	Spring-Summer – 2013
Quarterly progress report	July 15th, 2013
Construction completion	Fall-Winter 2013
Quarterly progress report	October 15th, 2013
Quarterly progress report	January15th, 2014

Attachment D

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

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

_____

Affiant

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

_____

Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2012-177 **ORDINANCE NO.**

AN ORDINANCE approving and Agreement between the City of Joplin, Missouri, and the Harry S. Truman Community Development Corporation (HSTCDC) generally pertaining to HOME funds for the acquisition and rehabilitation of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City of Joplin and Harry S. Truman Community Development Corporation (HSTCDC), are desirous of entering into an agreement whereby HSTCDC will acquire and rehabilitate a home for a low/moderate income family through the Home Partnership Investment Program (HOME).

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

Section 1. That the Agreement between the City of Joplin, Missouri, and the Harry S. Truman Community Development Corporation, generally pertaining to HOME funds for acquisition and rehabilitation of housing, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved

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

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such is considered in an emergency and shall take effect immediately upon passage.

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

_____, 2012, by a _____ vote.

_____
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: November 19, 2012

ITEM: COUNCIL BILL NO. 2012-628

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Council Bill No. 2012-628, Price Quote from Blue Valley Public Safety

FIRE CHIEF MITCH RANDLES: DATE: 11-12-12
CITY MANAGER MARK ROHR DATE: 11-12-12
CITY ATTORNEY BRIAN HEAD: DATE: 11-12-12
FINANCE DIRECTOR LESLIE JONES DATE: 11-12-12

BACKGROUND:
The City Council approved a program during the February 21, 2012 Council Meeting which allowed for the upgrade of all of the Outdoor Warning Sirens to a new two-way technology that allows for the testing of sirens in a non-audible mode. Also during this meeting, the Council approved the installation of solar panels to provide power to maintain the readiness of the sirens during prolonged periods of electrical power outage. The purchase and installation of these solar panels was included in the 2012-2013 budget and this Council Bill will allow the Fire Department to complete the Outdoor Warning Siren program prior to the Spring 2013 storm season.

DISCUSSION:
The council bill approves the purchase and installation of twenty-one (21) solar panels which will equip each of the City owned Outdoor Warning Sirens with this technology. The cost of each solar panel is $3,876.10 with installation an additional cost of $1,200.00 per siren for a total cost per siren of $5,076.10. It is anticipated that all of the solar panels will be installed by February 1, 2013.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2012- 628 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City of Joplin to purchase and install twenty-one solar panels on existing outdoor warning sirens. The purchase and installation will be from Blue Valley Public Safety Systems, for the amount of One Hundred Ten Thousand, Five-hundred Twenty Dollars, Ninety Cents ($110,520.90); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the purchase and installation of twenty-one solar panels will be from Blue Valley Public Safety Systems, for the amount of One Hundred Ten Thousand, Five-Hundred Twenty Dollars, Ninety Cents ($110,520.90) be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a _____ vote.

_____
Melodee Colbert-Keen, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

BVPS
Complete Solutions
Blue Valley Public Safety Inc.

QUOTATION
Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Quotation No.: BVPS
1105121047
Reference quote no. on your order

Date: 11/05/12

Contact Name: Keith Stammer
Customer: Joplin Emergency Preparedness
Address: 303 East Third Street
City: Joplin
State: MO
Phone: 417-623-5858
Cell:

Zip: 64801
Fax: 417-625-4737
Email: kstammer@joplinmo.org

Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Federal Model/Part No.	Description	Weight	Total Weight Lbs	Unit Price	Total
1			**Equipment**				
2	21	PVS220W-48	SOLAR POWER OPTION, DC			$3,876.10	$81,398.10
3							
4							
5			**Note:**				
6			This quote does not include solar for (2) sites in				
7			Airport Drive, or the new site in Silver Creek since				
8			we have already ordered solar for that site.				
9							
10			**Services ***				
11	21	ES-INSTALL	Installation of Solar Equipment on existing siren			$1,200.00	$25,200.00
12							
13							
14	1	ES-FREIGHT	SHIPPING FEES	-		$3,922.80	$3,922.80
						Taxes:	
			Total Weight:	-		Total:	$110,520.90

Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. *BVPS provided electrical service is included in pricing above. Add Optional Pricing if a licensed electrician or electrical permits are required. Buyer is responsible for providing power to disconnect or meter. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Proposed By: Bruce Fisher
Company: Blue Valley Public Safety, Inc.
Address: PO Box 363
City,State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone 816-847-7502
Fax: 816-847-7513

Delivery: 4-6 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed, billed monthly.

Approved By: Bruce Fisher
Title: Representative

Bruce Fisher
Signature:

Purchase Order MUST be made out to, and mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

Accepted By: _____
Signature:

_____
Date:

_____
Title:

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 19, 2012

ITEM: COUNCIL BILL NO. 2012-523
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Jones Date: 11-12-12
City Attorney: Brian Head Date: 11-14-12
City Manager: Mark Rohr Date: 11/14/12

INTRODUCTION:
This Council Bill decreases the liquor license fee for liquor by the drink and restaurant bars to be in compliance with Missouri State Statute.

DISCUSSION:
Missouri State Statute allows municipalities the ability to charge for liquor licenses at a rate of 1.5 times the amount charged by the State. Joplin has been charging an annual fee of $500.00 for liquor by the drink and $600.00 for restaurant bars. However, there has been no additional charge for Sunday sales. The Sunday sale liquor license is an annual fee of $300.00.

In order to comply with State Statute, Joplin will reduce the annual liquor license fee for liquor by the drink and restaurant bars to $450.00. However, if an establishment is also selling alcohol on Sunday's, they will be required to purchase an additional Sunday sales liquor license for $300.00.

This fee will be effective with the liquor license renewal year in January of 2013.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2012-523 **ORDINANCE NO.**

AN ORDINANCE amending Section 30-121, License classifications and fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, City liquor licenses must comply with Missouri State Statute; and,

WHEREAS, the Council of the City of Joplin desires to change the liquor license fees to comply with Missouri State Statute.

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

Section 1. That Section 30-121, License classifications and fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, be amended to read as follows:

"Sec. 30-121. License classifications and fees.

. . .

Liquor:

A) Dealers at retail in intoxicating liquor-For consumption on premises where sold .....~~500.00~~ 450.00

. . .

C) Dealers at retail in intoxicating liquor-Restaurant bars.....~~600.00~~ 450.00

. . . ."

Section 2. That this ordinance shall become effective on January 1, 2013.

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

_____ day of _____, 2012.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

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Barbara L. Hogelin, City Clerk
APPROVED AS TO FORM:

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Brian W. Head, City Attorney