INFORMAL AGENDA

January 6, 2014

5:15 p.m.

1. 2012 Audit Presentation
2. Property transaction and MOU approval
3. Any other business

COUNCIL AGENDA

January 6, 2014

6:00 P.M., Council Chambers

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

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations
1. Final Report of the 2013 Charter Review Commission by Vice Chairman Chuck Brown

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings
Public Hearing Procedures
1. PUBLIC HEARING to discuss the minor league baseball opportunity.

8. Consent Agenda
1. Minutes of the December 16, 2013 council meeting

9. Resolutions
1. RESOLUTION NO. 2014-001-A RESOLUTION authorizing the execution and filing of Funding Approval/Agreement with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Agreement for and on behalf of the City of Joplin.

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.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-001 - AN ORDINANCE electing Chuck D. Brown as Municipal Judge for the City of Joplin and approving an Agreement with Chuck D. Brown for Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

2. COUNCIL BILL NO. 2014-002 - AN ORDINANCE consenting to the appointment of John J. Podleski as Associate Municipal Judge for the City of Joplin and approving an Agreement with John J. Podleski for Associate Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

3. COUNCIL BILL NO. 2014-400 - AN ORDINANCE approving a contract with RFB Construction Inc. in the amount of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00 /100 Dollars ($319,638.00) for Sidewalk and ADA Ramp Installation A Street to C Street and Gray Avenue to Joplin Avenue NID III project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Case 076-13: Southwest corner of E. 20th Street & Connecticut Avenue – A request for a Site Plan Review for Commerce Bank, a proposed commercial bank development in a PD (Neighborhood Commercial – Planned Development) and C-2 PD (Central Business District – Planned Development) zoning district – Commerce Bank / Howard + Helmer Architecture.

Notice posted at 4:30p.m. on this the 2nd day of January, 2014. (RSMo 610.020)

PRESENTATIONS

PUBLIC HEARINGS

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES December 16, 2013

CALL TO ORDER

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

ROLL CALL – Motion by Mr. Seibert, Second by Mr. Woolston to excuse Mr. Scearce. Motion carried 8-0.

INVOCATION - read by City Clerk, Barbara Hogelin

FLAG SALUTE – led by Ms. Raney

PRESENTATIONS - Proclamation presentation to Viola Bartlett, commemorating her 100th birthday. Mayor Colbert-Kean presented a Proclamation to Mrs. Bartlett who will be celebrating her 100th birthday on December 26th.

Motion by Mr. Shaw, Second by Mr. Golden to Move Resolution 2013-032 up on the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1. Mayor Colbert-Kean recognized Alex Curchin for his service as Municipal Judge for the City of Joplin Municipal Court. Mr. Curchin thanked everyone and thanked the citizens of Joplin.

Mr. Woolston introduced RESOLUTION NO. 2013-032. Motion by Mr. Woolston, Second by Mr. Golden to Approve Resolution No. 2013-032. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

The RESOLUTION was read as being RESOLUTION NO. 2013-032

A RESOLUTION recognizing Alex Curchin upon his retirement from active service as Municipal Judge for the City of Joplin Municipal Court. Motion by Second by to Approve Resolution No. 2013-032.

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

REPORTS AND COMMUNICATIONS

PUBLIC HEARINGS

CONSENT AGENDA - Motion by Mr. Shaw, Second by Mr. Golden, to Approve the Consent Agenda.

Minutes of the December 2, 2013 meeting

COUNCIL BILL NO. 2013-299 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of Seventh Street between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-277

COUNCIL BILL NO. 2013-300 - 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-3 property as described below and located at 707 and 711 South Park Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-278

COUNCIL BILL NO. 2013-302 - AN ORDINANCE providing for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-279

COUNCIL BILL NO. 2013-303 - 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-1-PD property as described below and located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-280

COUNCIL BILL NO. 2013-304 - 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 property as described below and located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-281

COUNCIL BILL NO. 2013-305 - AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-282

COUNCIL BILL NO. 2013-306 - AN ORDINANCE providing for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement located at 2008 Highlander Drive in the City of Joplin, Newton County, Missouri. Ordinance No. 2013-283

COUNCIL BILL NO. 2013-307 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Prigmore Road between Route FF/32nd Street and Interstate 44 in Jasper County, Missouri. Ordinance No. 2013-284

COUNCIL BILL NO. 2013-308 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri. Ordinance No. 2013-285

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2013-019. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2013-019. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-286

AN ORDINANCE correcting a legal description error in Ordinance Nos. 2012-230, 2012-231, and 2013-121; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-020 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2013-020. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: Scearce, 1.Abstention: Glaze, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-287

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the redevelopment of the Joe Becker Stadium to accommodate the location of a minor league baseball team; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-350 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2013-350. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-288

AN ORDINANCE approving by and between the City of Joplin and Allgeier, Martin and Associates an Amendment to Agreement to provide professional services for civil engineering services, not to exceed Eighty Four Thousand and No/100 Dollars ($84,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-351 - Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No. 2013-351. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-289

AN ORDINANCE approving the Purchase Order with Viking-Cives Midwest Inc., in the amount of Four Hundred Sixty Six Thousand Seven Hundred Fifty Eight and no/100 Dollars ($466,758.00), in the City of Joplin, Missouri; and containing and emergency clause.

Mr. Shaw introduced Council Bill No. 2013-354 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2013-354. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-290

AN ORDINANCE approving a agreement for Midland GIS Solutions LLC for Two Hundred Ninety Thousand One Hundred Forty Five and no/100 Dollars ($290,145.00) GIS Mapping Services and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-355 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2013-355. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-291

AN ORDINANCE approving by and between the City of Joplin and Bartlett & West Inc. an Agreement to provide professional services for GIS Mapping Services, not to exceed Eighty Thousand Dollars and No/100 Dollars ($80,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-519 - Motion by Dr. Rosenberg, Second by Ms. Raney to Adopt Council Bill No. 2013-519. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-292

AN ORDINANCE approving an agreement for professional benefit insurance consulting services by and between Segal Company and the City of Joplin, Missouri, for Segal Company to provide benefit insurance consulting services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Woolston recognized Police Chief Lane Roberts on his recent award as being named Missouri Police Chief of the Year. Chief Roberts thanked Mr. Woolston and City Manager for attending the awards ceremony.

There being no further business the meeting adjourned at 6:58p.m.

Respectfully submitted,

Barbara L. Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 6, 2014

Item: CDBG – Disaster Recovery $113M Partial Plan #1 Funding Agreement
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Funding Agreement
2) CDBG-DR $113M Partial Action Plan #1
3) Resolution No. 2014-001

Planning & Community Development: Troy Bolander T.B.	Date: 12-30-13
Department Head: Nick Heatherly	Date: 12-30-13
Finance Department: Leslie Haase	Date: 12/31/13
City Attorney: Brian Head	Date: 12/31/13
City Manager: Mark Rohr RMR	Date: 12-31-13

Recommended Action: Approval of Resolution No. 2014-001

DISCUSSION:

The following is a resolution that authorizes the City Manager to enter into an agreement with the U.S. Department of Housing and Urban Development (HUD) for a partial amount of the second round of funding for the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program. This Funding Agreement is the next step after the submission of the First Partial Action Plan which occurred in August of 2013.

The final version of the First Partial Action Plan as approved by HUD is attached along with the attachments of a resolution approving the submission of the Funding Agreement to HUD for program funding. The community will still maintain the ability to amend this Action Plan to reflect the recovery needs as necessary.

This agreement reflects $8,624,886.00 of the entire $113,276,00.00 award. Subsequent agreements will be submitted to proceed with the remaining portion of the award. This incremental agreement process is due to the 2 year expenditure deadline of these funds, after each funding agreement is approved by HUD.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number:	3b. Grantee's DUNS Number:	4. Date use of funds may begin (mm/dd/yyyy):
City of Joplin	44-6000001B	0106649846	05/20/2011

2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a. Project/Grant No. 1	6a. Amount Approved
Planning and Community Development 602 S. Main Street Joplin, Missouri 64801	B-13-MS-29-0001	
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)	Grantee Name
Dana Buckner	
Title Director, Community Planning and Development	Title
Signature / Date (mm/dd/yyyy)	Signature / Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one)	8. Special Conditions (check one)	9a. Date HUD Received Submission (mm/dd/yyyy) 08/28/2013	10. check one
☒ a. Entitlement, Sec 106(b)	☐ None	9b. Date Grantee Notified (mm/dd/yyyy) 11/04/2013	☒ a. Orig. Funding Approval
☐ b. State-Administered, Sec 106(d)(1)	☒ Attached	9c. Date of Start of Program Year (mm/dd/yyyy)	☐ b. Amendment Amendment Number
☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B)			
☐ d. Indian CDBG Programs, Sec 106(a)(1)			
☐ e. Surplus Urban Renewal Funds, Sec 112(b)			
☐ f. Special Purpose Grants, Sec 107			
☐ g. Loan Guarantee, Sec 108			

11. Amount of Community Development Block Grant	FY (13)	FY ( )	FY ( )
a. Funds Reserved for this Grantee	$113,276,000		
b. Funds now being Approved	$ 8,624,886		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved

12b. Name and complete Address of Public Agency

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

Grant Agreement
for CDBG Disaster Recovery Assistance
for the CITY OF JOPLIN
(Disaster Recovery Appropriations Act, 2013 P.L. 113-2)

1. The grantee must use these Community Development Block Grant (CDBG) funds as provided by Public Law 113-2, Disaster Relief Appropriations Act, 2013 (approved January 29, 2013).

2. The grantee is required to expend the funds obligated in the grant agreement within two years of the date of the obligation. If the grantee's two year expenditure deadline occurs prior to September 30, 2017, unexpended funds will be returned to the Department and may be reallocated. After September 30, 2017, any unexpended funds will be returned to the U.S. Treasury.

3. The grantee must comply with all Notice requirements, waivers and alternative requirements previously and subsequently issued by the U.S. Department of Housing and Urban Development with respect to this grant. This includes the May 29, 2013 Federal Register Notice, "Allocations, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery Funds in Response to Disasters Occurring in 2011 or 2012," (Docket FR-5696-N-03). Additionally, and as applicable, the grantee must comply with the March, 5, 2013 Federal Register Notice "Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (Pub. L. 113-2)," (Docket FR-5696-N-01), and the April 19, 2013 Federal Register Notice, "Clarifying Guidance, Waivers, and Alternative Requirements for Hurricane Sandy Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds," (Docket FR-5710-N-01).

4. The grantee must comply with all applicable requirements of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act, as amended, and other statutes, regulations, notices, and Office of Management and Budget (OMB) circulars, except as provided for in terms 1 and 3, above. The grantee is advised to pay particular attention to: regulations at 24 CFR part 58 pertaining to environmental review requirements; labor standards requirements of 42 U.S.C. 5310, and to act in conformance with OMB Circular A-87 (2 CFR part 225) pertaining to cost principles.

5. The grantee's submissions, the Notices identified in term 3 (above), the Funding approval/Agreement (form HUD-7082) are incorporated by reference and constitute part of this Grant Agreement. Submissions include the CDBG-DR action plans and amendments, including the certifications and assurances and any information or documentation required to meet any grant award conditions.

6. The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System or Award Management (SAM) Central Contractor Registration database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (codified at 2 CFR part 170).

7. This grant agreement covers a total amount $8,624,886. The funds may be used for the activities described in the attached table and as provided in the Action Plan. Subsequent amendments to this grant agreement will obligate additional funds towards the grantee's full grant amount of $113,276,000. The grantee may request additional funds by submitting its amended Action Plan to the Department.

CITY OF JOPLIN
OBLIGATION AMOUNTS REQUESTED (OBLIGATION # 1)

PROGRAM CATEGORY	OBLIGATION AMOUNT
Homeowner Housing	$ 0
Rental Housing	$ 0
Economic Revitalization	$ 0
Supportive Services	$ 331,397
Public Services	$ 7,863,733
Administration/Planning	$ 429,756
TOTAL	**$ 8,624,886**

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY- ROUND II ($113M)

INITIAL ACTION PLAN FOR

THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development
Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

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I. UNMET NEEDS

HOUSING IMPACT AND UNMET NEEDS

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

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

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

Although the FEMA THU program has officially ended, the City has been left with a number of vacant lots throughout the tornado area. As an update to the City's first Housing Impact Assessment, the City commissioned an updated Housing Study by Novogradac as well as using internal methods to estimate population loss.

The following text is an excerpt from the Novogradac Housing Study updated in 2012:

> *"Analysis: In the May 2011 tornado, 602 housing units suffered partial or semi-major damage while 4,252 units were completely damaged or destroyed. In addition over 2,700 homes suffered some form of damage, thus a total of over 7,000 homes were damaged by the May 2011 tornado.*
> *Residents of some of these destroyed units were able to find replacement housing among Joplin's existing housing stock or repair their homes.*
>
> *Per our calculation from our September 2011 study, in order to determine the number and type of units that need to be replaced, we utilized the 3,422 units that were completely damaged or destroyed as a starting point. First, we determined the number of rental units and the number of owner-occupied units that need to be replaced. Based upon the renter percentage in the most densely populated areas that were damaged by the tornado, we assumed that approximately 45 percent of the units destroyed were rental units.*

NUMBER OF REPLACEMENT RENTAL UNITS	
Number of units that were completely destroyed or damaged	3,422
	*
Percentage of units that were rental units	45.0%
Total Number of Replacement Rental Units Proposed	**1,540**

NUMBER OF REPLACEMENT OWNER-OCCUPIED UNITS	
Number of units that were completely destroyed or damaged	3,422
	*
Percentage of units that were owner-occupied units	55.0%
Total Number of Replacement Owner-Occupied Units Proposed	**1,882**

We assumed that residents in approximately ten percent of the 3,422 units found other replacement housing among Joplin's existing housing stock or chose to repair/rebuild their homes. As a result, we recommended the replacement of 1,400 rental units and 1,700 owner-occupied units for a total of 3,100 units.

As of mid-June 2012, a total of 951 multifamily rental units had been permitted for rebuilding or repairing. In addition, there are 248 LIHTC units that have received allocations and are in the planning process but have not yet been issued permits. Thus, the total number of permitted and approved multifamily rental units equates to 1,199 units, which is 201 units below our initial September 2011 recommendation of 1,400 units.

For the 1,400 rental units, we recommended a combination of market rate single-family homes, market rate traditional multifamily developments and affordable developments for a total of 625 market rate units and 775 affordable units. Approximately 651 affordable (LIHTC and Section 8) units have come online or been permitted as of mid-June 2012. Based on this data combined with interviews with local stakeholders, we believe that the number of LIHTC units in the market is currently sufficient; however, an additional 125 units for very low income households is still necessary to house all of the remaining tenants in the FEMA units. As of October 2012, out of the 160 families housed in FEMA trailers the majority were seeking rental resources.

The difference between the number of units we recommended in our September 2011 study and the number of units that have currently been issued/planned is 201 units. As previously noted, we recommend the addition of 125 units for very low income households. At this time, until all of the proposed multifamily stock comes online, we believe that an additional 75 market rate units for moderate income households could be supported in the market.

In our September 2011 report, we estimated that 1,700 owner-occupied units needed to be replaced. As of mid-May 2012, 716 homes have been completely rebuilt or newly built, and 3,299 homes have been repaired. Of the 716 homes that have been completely rebuilt, approximately 55.7 percent have cost $110,000 or less, indicating that they are targeting low to moderate income households. Interviews with market participants indicate that, at this time, there is not a need for speculative homes to be built in the Joplin area; however, interviewees did indicate that there are some prior homeowners that are still waiting to see what is being built before rebuilding themselves. In addition, there are still prior

homeowners living with family and friends at the present time. A city-wide door-to-door survey illustrated that 157 families were doubled-up with another family in a temporary situation. In addition, 100 families from Joplin Schools Survey were identified as still need permanent housing. Overall, we estimate that approximately 20 percent of prior homeowners are still waiting to rebuild or living with family; thus, we estimate that approximately 340 owner-occupied homes still need to be rebuilt in the market.

Action:

- ☐ *Build 125 Section 8 multifamily rental units.*
- ☐ *Build 75 market rate multifamily units targeted toward persons with moderate incomes.*
- ☐ *Replace/build 340 owner-occupied homes to satisfy demand for remaining households that have yet to rebuild or are staying with family and friends."*

The City's first allocation of CDBG-DR funding includes the following programs to address these needs:

Program	Funding	Unit Estimates
Direct Homeownership Assistance	$12,750,000	Minimum 400
Multi-family Residential	$9,000,000	Approximately 500
Single Family Rehabilitation	$1,500,000	Approximately 100

In an effort to project population loss, the City collected data from the following sources:

1) City's Building Permit Data
2) Aerial Photography
3) School Enrollment Data
4) Utility Service Data (Empire District Electric & Missouri American Water)

Based on these data sources, the City believes that the potential number of households lost post-tornado is between 1,400 and 1,800. When looking at this data combined with the Novogradac recommended actions listed above, the City believes that its current programs provide opportunity for the market of housing demand that remains in the Joplin. In addition to addressing this need, the City's housing programs also address the need to minimize the amount of vacant lots in the community through encouraging new residents to locate within Joplin through its Direct Homeownership Assistance activity (a.k.a. the Principal Reduction Program). This activity is structured in a way such that the assistance will be provided directly to purchasers of housing and will not create a situation that funding will create speculative housing.

Although there is a discrepancy between the goals set by the Novogradac study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots, the City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

The City's previous round of CDBG-DR funding was allocated to infrastructure based on the immediate assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado. Since that time, additional assessments have occurred to update the unmet infrastructure needs inside the tornado-affected area. In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, these projects will ensure that all residents have the benefit of infrastructure that will enhance the quality of life and protect property. These projects will include repairs necessary due to direct storm damage, damage from recovery efforts, and will further enhance systems to attract residents to repopulate the area.

Mental Health

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. This funding, however, is expected to decrease this upcoming year.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions.

The School District has provided the above data and the conclusion of research reinforce the need for continued support. Joplin School District anticipates needing 8 mental health professionals to meet the needs of at least 1,000 students expected to be underserved by current resources.

Storm Sewer

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

Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

Sanitary Sewer

As with storm sewers, the tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area.

All EDR area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. We extrapolated those rankings and percentages across the entire tornado area. We estimated approximately $12 million for repairing the category 3 and above lines which are comprised of approximately 444,000 linear feet of Sanitary Sewer. The project also involves repairing all manholes in the tornado area, of which there are approximately 1,700.

Curb & Gutter
Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in less disturbance on areas already paved.

Sidewalks
Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area.

ECONOMIC IMPACT AND UNMET NEEDS

The path of the May 22, 2011 tornado also crossed a few of the commercial corridors in the City of Joplin which had a large effect on the local economy. There were 553 businesses destroyed or severely damaged, but approximately 90 percent, or 500 businesses, are back in operation. Thirty businesses have indicated that they will not rebuild/reopen.

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have decided to rebuild. This number is lower than the previously reported 90 percent in the City's Round I of CDBG-DR funding.

The following table represents the most impacted businesses by Business Type and NAICS code:

Business Type	NAICS Code	Count
Medical Facility/Offices	621	148
Restaurants/Food Services	722	41
Religious/Civic	813	33

Overall, the local economy is fairly strong although smaller businesses are still struggling. For smaller companies, it is nearly impossible to get resources, yet they are the ones with the least capacity to pay for quality training and growth. The City is working with the Joplin Area Chamber of Commerce to dedicate CDBG-DR funds to Job Training available to small businesses. This activity has not been fully developed and is thus not included in this Partial Action Plan.

The large number of volunteers, resources, and support has helped increase spending in the area and sales tax revenue is up 14 percent compared to a year ago. Future revenue will depend on how long the rebuilding will take and continued development of Joplin. Although the short-term sales tax revenue has prospered due to rebuilding activity, it will be important to introduce more diverse revenue sources back into the community that will ensure that revenues will remain after the rebuilding activities subside.

In an effort to address the affected employees that were not kept on payroll in some capacity, the City is also working with the Joplin Area Chamber of Commerce to develop a program that would help expand infrastructure in one of the City's Industrial Parks that sustained damages in the May 22nd Tornado. This will help bring the employment level back to the pre-tornado levels as well as provide important resources for the residents.

ASSISTANCE EXPECTED/RECEIVED

The Federal Emergency Management Agency (FEMA) was present in Joplin since the beginning of the rescue operations and continues into the recovery process.

FEMA Assistance (as of May 15, 2013):

Individuals and Businesses:

- Nearly **$21 million** in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to **586 households** occupying temporary housing units, among **15** sites throughout the metro Joplin area. *As of June 9, 2013* - **586 households (100%) have moved out** of FEMA temporary housing and into longer term or permanent housing.

- FEMA has provided more than **$4.8 million** to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than **$43.4 million** in

low-interest disaster loans for **521** tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.

1. 417 low-interest disaster loans to homeowners for $26.8 million
2. 100 low-interest disaster loans to businesses for $16.4 million
3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance:

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.

- FEMA expects to spend **nearly $150 million*** in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. **About $20 million** of this amount will help fund eligible recovery costs for the City of Joplin; about **$2.5 million** for the City of Duquesne. So far, about **$97.5 million** has been paid to the State of Missouri for disbursement to **25** eligible entities, including local governments, school districts and critical facilities such as hospitals.

** Funding subject to change based eligibility review process and potential insurance proceeds. Does not include costs for U.S. Army Corps of Engineers Debris Removal operations.*

Insurance Statistics

Losses as of October 31, 2012:
Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration

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

CONNECTION BETWEEN UNMET NEEDS AND ALLOCATION

The three categories of Housing, Infrastructure, and Economic Need were individually discussed at the beginning of this document. The City evaluated the needs in these three categories and determined the greatest amount of need to be in Infrastructure then Economic Need. The City does strongly believe, however, that if the recovery of one of these sectors occurred in an isolated way, the community would not have a healthy recovery.

The City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point. A summary of those activities found in the first round of funding is listed below:

Program	Funding (Previous Award)	Unit Estimates
Direct Homeownership Assistance	$12,750,000	Minimum 400
Multi-family Residential	$9,000,000	Approximately 500
Single Family Rehabilitation	$1,500,000	Approximately 100

In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, the planned infrastructure projects will ensure that all residents have the benefit of adequate infrastructure that will enhance the quality of life and protect property. These projects will include repairs necessary due to direct storm damage, damage from recovery efforts, and will further enhance systems to attract residents to repopulate the area.

Program	Funding This Round	Estimated Final Funding	Unit Estimates
Sidewalk Reconstruction	$ 588,000	$11,400,000	Approximately 812,000 feet
Sanitary Sewer	$ 4,500,000	$12,000,000	Approximately 444,000 feet
Storm Sewer	$ 2,381,400	$17,500,000	34 Separate Projects
Curb & Gutter	$ 393,000	$ 7,700,000	Approximately 700,000 feet

Although the City has identified the activities above, it is anticipated that future projects will be identified and included in additional Partial Action Plans that will assist in providing infrastructure and public facility resources to the residents that will encourage a repopulation of the tornado area. The City is focused on providing as much funding as possible to make this portion of the community an area that will attract residents now and in the future.

The City is also working with the Joplin Area Chamber of Commerce to dedicate CDBG-DR funds to Job Training available to small businesses. This activity has not been fully developed and is thus not included in this Partial Action Plan.

In an effort to address the affected employees that were not kept on payroll in some capacity, the City is also working with the Joplin Area Chamber of Commerce to develop a program that would help expand infrastructure in one of the City's Industrial Parks that sustained damages in

the May 22nd Tornado. This will help bring the employment level back to the pre-tornado levels as well as provide important resources for the residents.

II. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Joplin, however, does realize the need to use this opportunity provided by the May 22nd tornado to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public, working with other public entities, and has even begun the processes for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved.

During the Citizens Advisory Recovery Team process, a large outcome of these public participation forums was the desire for trails and green-spaces. These forums became a great tool to educate the public with the ideas that placement of green-spaces and potential trails were ideal for floodplain areas. The placement of floodplains in Joplin has been utilized to co-locate parks in the past and the idea of extending the system along these areas was heavily promoted both by the citizens and to the citizens during this process. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

COORDINATED PLANNING

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

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

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

City staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and

coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included more citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

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

LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has assigned other fund sources to as much of these areas as possible. The following table is a summary of local/state/other funds that will be leveraged to complete the overall recovery in these activities. The amounts shown for CDBG-DR funding represent the total amount anticipated for each activity including future rounds of construction that will appear in future partial Action Plans.

Program	Anticipated Total CDBG-DR Funding	Anticipated Local/State/Other Funding
Sidewalk Reconstruction	$11,400,000	$ 9,600,000
Sanitary Sewer	$12,000,000	$ 0
Storm Sewer	$17,500,000	$ 0
Curb & Gutter	$ 7,700,000	$ 7,000,000
Mental Health	$ 500,000	$ 124, 770
TOTAL	**$ 49,100,000**	**$ 16,724,770**

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

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

The City's Plan does not include the construction or rehabilitation of residential buildings and the City does not anticipate adding these activities in the future. According to the current Needs Assessment, this has been addressed in the City's previous award. Because disaster recovery is an every-changing process, however, the City will ensure to include criteria and requirements for Green Building Standards and HUDS CPD Green Building Retrofit Checklist in any future residential activity according to the applicable CPD notices.

PUBLIC HOUSING, HUD-ASSSISTED HOUSING & HOUSING FOR THE HOMELESS

The City's Housing Task Force and Housing & Neighborhood Sector of the CART process have been the main conduits through which the City has tracked the progress of Public and HUD-Assisted Housing. HUD and Joplin Housing Authority representatives have both been involved in these groups throughout the recovery and have provided constant information regarding the recovery of these resources.

According to the most recent data provided by these agencies, rehabilitation and replacement of all damages/destroyed facilities in this category have either occurred or are near completion of construction. Although this successful recovery has occurred, the Joplin Housing Authority has provided input that there is a need for assistance in the Housing Choice Voucher program. There is currently a lack of funding for vouchers that are needed in the community. Because the current year's allocation was based on the demand during the period of time directly following the tornado, the funding is lower than pre-tornado levels. The City is currently working with the Joplin Housing Authority to develop a program that is acceptable to HUD's Community Planning & Development office as well as its Public and Indian Housing office. This funding will be addressed in the previous round of funding rather than this Action Plan.

The City is unaware of any McKinney-Vento funded shelters that have an outstanding need for recovery assistance. The appropriate amount of funding for all known outstanding needs has been included in the City's previous $45 Million allocation.

ADEQUATE (& DISASTER RESISTANT) HOUSING FOR ALL INCOMES

As previously mentioned, the City's housing assessment indicates that the funding allocated in the City's first award of $45 Million is adequate to address the housing needs of all Income levels. The City has successfully completed its Temporary Housing mission with FEMA which

includes working through case management with all families to ensure that permanent resources were identified.

The City did amend its previous plan to extend Temporary Housing through a non-profit agency to a limited number of households. Through allocating funds to low-income rental housing, the City is adequately addressing the need identified by its Housing Study as well as its consultation with the Joplin Housing Authority. With the investment in affordable rental units, the aim is to provide assistance to those at the lowest end of the income scale to provide housing opportunity. For those individuals that do not have income sources that allow them to find housing and are homeless, the City of Joplin has and will continue to participate in the local Continuum of Care process. The City of Joplin provides annual funds to allow the management of a Homeless Management Information System (HMIS). This system will help indicate if more resources are needed for the homeless population in the community.

The Housing Activities in the previous Action Plan will promote affordable housing dispersed throughout the community which will include areas that are low poverty and non-minority areas. The tornado area did have a high poverty concentration and thus it will be natural that housing activities will need to be placed in these areas. However, in an effort to disperse concentrations some of the proposed Multi-family activities will also allow for and promote the development of mixed-income developments.

The City of Joplin has made attempts through a local Housing Task Force as well as the CART's Housing and Neighborhood Sector to constantly evaluate the housing needs of the community. This includes the Special Needs population that can require more resources and attention when recovering from a disaster. These committees have included local agencies and will continue to gain input from agencies such as The Independent Living Center and Community Support Services.

PLANS TO MINIMIZE DISPLACEMENT

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

III. PROGRAMATIC PROCEDURES

PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is not expected from any of the activities listed in this plan.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

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

Continual Quality Assurance

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

Internal Audit Function w/ responsible Audit staff

The City's Finance Department does not contain an Internal Auditor. However, the CDBG Program staff will be in contact with subrecipients of the program, according to the terms of their Subrecipient Agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and

scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

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

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.
2. The on-site monitoring visit is conducted, and consists of the following:
   a. Conference
   b. Documentation, data gathering and analysis

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

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $500,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

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

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

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The vast majority of Administration funds available under the CDBG-DR program will be made

available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants will be encouraged to use funds to attend trainings that will increase the efficiency with which projects are completed.

The City has reserved funding in the Administration funds for local costs. These funds have been used to create an additional CDBG Manager position to increase the local capacity and it is possible that this funding could be used to add staff if determined necessary in the future.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

SUBSTANTIAL AMMENDMENT

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

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would either:
    a) Increase/Decrease funding by $100,000 for a single activity; or
    b) Increase/Decrease the physical size of a project by 10% or greater.

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

IV. PROGRAM DESCRIPTIONS

MENTAL HEALTH PROGRAMS

Program/Activity Details

Administering Entity:	Joplin School District
Budget:	$332,730.00 (CDBG) / $124,770.00 School District
Geographic Area:	Joplin School District (parts of Jasper/Newton County)
Applicant Eligibility:	Any individual in need of programs as determined by School District Staff
Start/End Dates:	November 2013 – June 2014
Performance Outcomes:	Approximately 1,000 Students assisted

Budget Details:

STAFF	Salary + Benefits for 11 Months	Joplin School 3 months Funded	CDBG Request – 8 Months
1 FTE Director:	$78,000.00	$21,270.00	$56,730.00
3 FTE Mental Health Counselors:	$203,500.00	$55,500.00	$148,000.00
4 FTE School/Family Liaisons (formerly Case Managers and Check & Connect):	$176,000.00	$48,000.00	$128,000.00
Total:	$457,500.00	$124,770.00	$332,730.00

Basis for Allocation

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. After the tornado, we, the leaders of Joplin Schools, quickly came to understand the extent to which many students and staff had been traumatized. The lives of our children, their families, and the staff had been changed forever. Returning to the "daily business" of successfully educating children would require more extensive support and expertise than that in place in the pre-tornado school world. Based on the experience of others who had undergone similar disasters, national consultants and the research literature on overcoming trauma, we anticipated one half to a third of our students and staff might experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. As we investigated those similar situations, we also learned the psychological effect of trauma could become deep-rooted and reoccurring.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions. Families of students have been helped with avoiding homelessness from resource linkages in the community. Emergency assistance has been provided for vital psychological medication for students. Therapy groups have been formed to meet the needs of students to reduce anger and aggression, self-harm, and violent relationships. These groups have helped students to set a path of healthy relationships for their future. Our mental health professionals have collaborated with Mercy Hospital at their community dinners. We have connected with over 300 Joplin Schools' families during these dinners.

Additionally, Check and Connect - a dropout prevention program - was implemented by 5 case managers. They worked with over 100 secondary level students and their families to remediate barriers to school attendance and academic success.

Since these data and the conclusion of research reinforce the need for continued support, we anticipate needing 8 mental health professionals to meet the needs of at least 1,000 students we believe will need services.

CDBG Eligibility and National Objective
This Activity is eligible under 05O, Mental Health Services, and will utilize the National Objective of Low-Moderate Income Clientele. The Joplin School District will collect Income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

Long-term Recovery from Specific Disaster
Our future goal is to continue with professional mental health counseling, case management and dropout prevention strategies. Additionally we desire to develop strong social and emotional skills within the general curriculum so that all students will have resiliency strategies for use in their future. As the home environment sets the stage for school success, we desire to build stronger partnerships with parents, especially those who are experiencing social and emotional distress.

STORM-WATER IMPROVEMENTS (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 2,381,400.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the completion of 34 separate Improvement/Facility Projects

Basis for Allocation

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

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

CDBG Eligibility and National Objective

This Activity is eligible under 03I, Flood Drainage Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

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

SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION PHASE 1)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 4,500,000.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Reconstruction of approximately 230,000 linear feet of sewer and 900 manhole structures

Basis for Allocation

As with storm sewers, the tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area.

The city has an annual capital program that repairs and replaces sanitary sewers and the annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per DNR bypass elimination plan and for I&I reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek WWTP. All EDR area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. We extrapolated those rankings and percentages across the entire tornado area. Using comparable bids from a neighboring town, cost was calculated at approximately $12 million for repairing the category 3 and above lines. Estimates and ranking scale, as well as the sewers in the tornado area, are included as a part of this work. The work involves cleaning and TV inspection of the remaining lines in the tornado area to determine exact project scope, similarly to what was done for the EDR portion of the project. The project also involves repairing all manholes in the tornado area, of which there are approximately 1700. The repair of the sewer lines is anticipated to be slip-lining the pipe with occasional replacement in areas that cannot be navigated by the slip lining process. The intention is to complete as many storm sanitary projects as possible prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective

This Activity is eligible under 03J, Water and Sewer Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

This project will dramatically improve sanitary sewer service as well as significant reductions in Infiltration and Inflow (I/I). Having an upgraded and modernized sewer system reduces I/I and also extends the life of our treatment plants, as well as reduces the number of sewer backups into citizens' households after large rain events. The city will have a well mapped system with a ranking to identify future preventative maintenance needs. In combination with annual capital

funds in 2013, this funding will result in 30% I/I reduction of the city's sewers being newly repaired or replaced. In addition, the Department of Natural Resources has a storm water management program which requires modernization to reduce I/I. This upgrade to our system will position us in better compliance with state regulation and will ultimately reduce citizen user fees.

CURB & GUTTER IMPROVEMENTS (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 393,000.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the reconstruction of approximately 700,000 linear feet of curb and gutter

Basis for Allocation

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.

CDBG Eligibility and National Objective

This Activity is eligible under 03K, Street Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

This project will dramatically improve aesthetics of streets and private property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

SIDEWALK & ADA RAMP CONSTRUCTION AND RECONSTRUCTION (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 588,000.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the reconstruction of approximately 800,000 linear feet of sidewalk

Basis for Allocation

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during debris removal process and will be replaced through this process as well.

CDBG Eligibility and National Objective

This Activity is eligible under 03L, Sidewalks, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

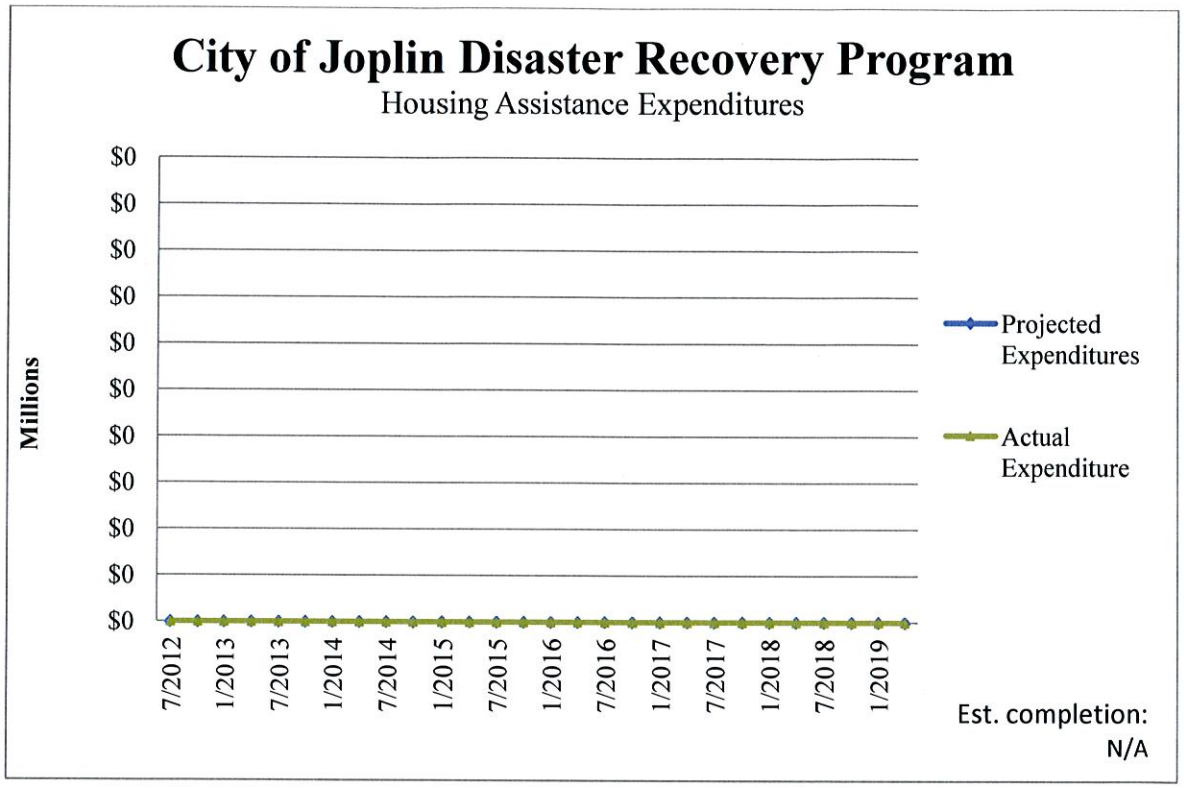
Long-term Recovery from Specific Disaster

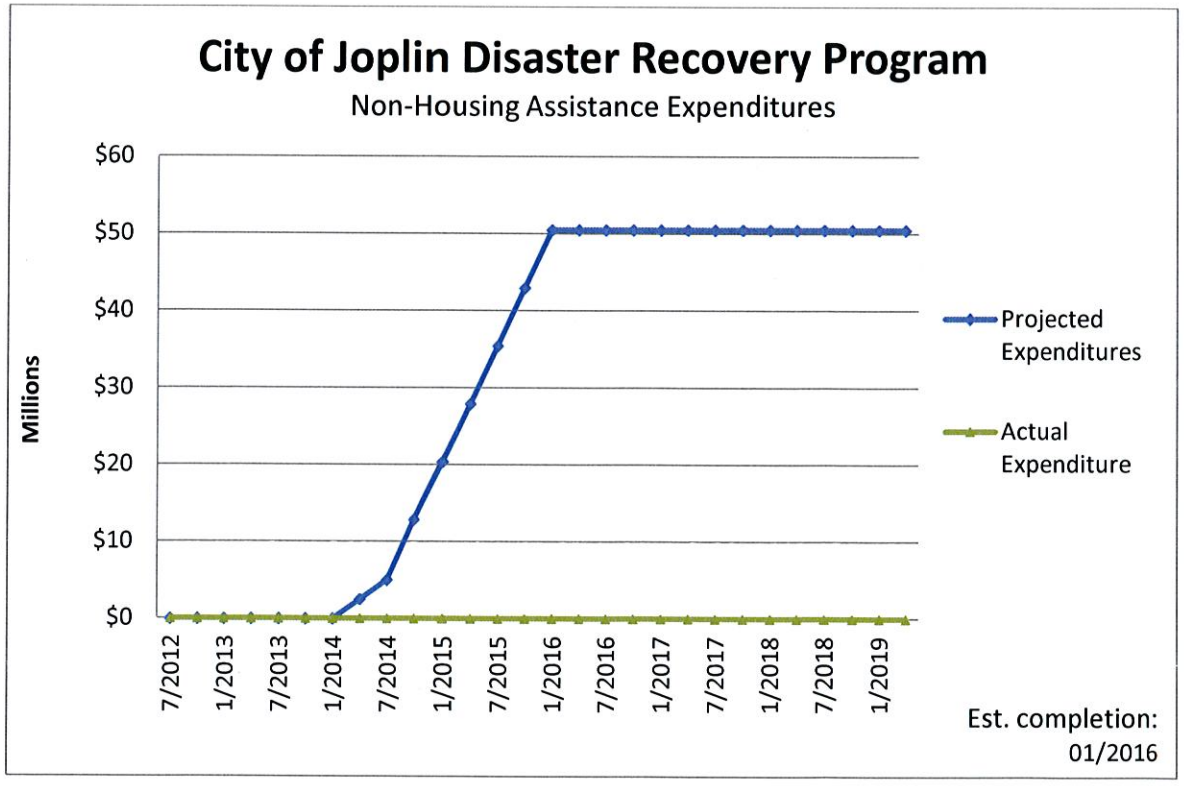
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012*

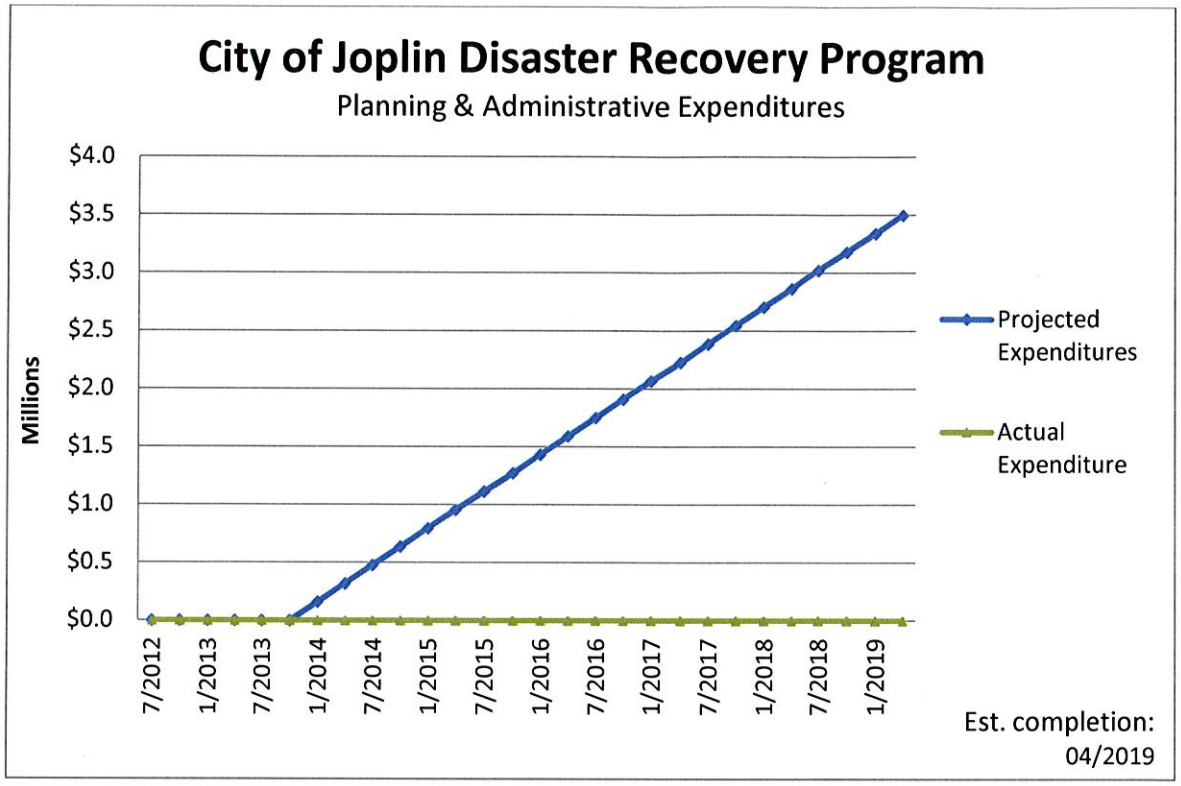
and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

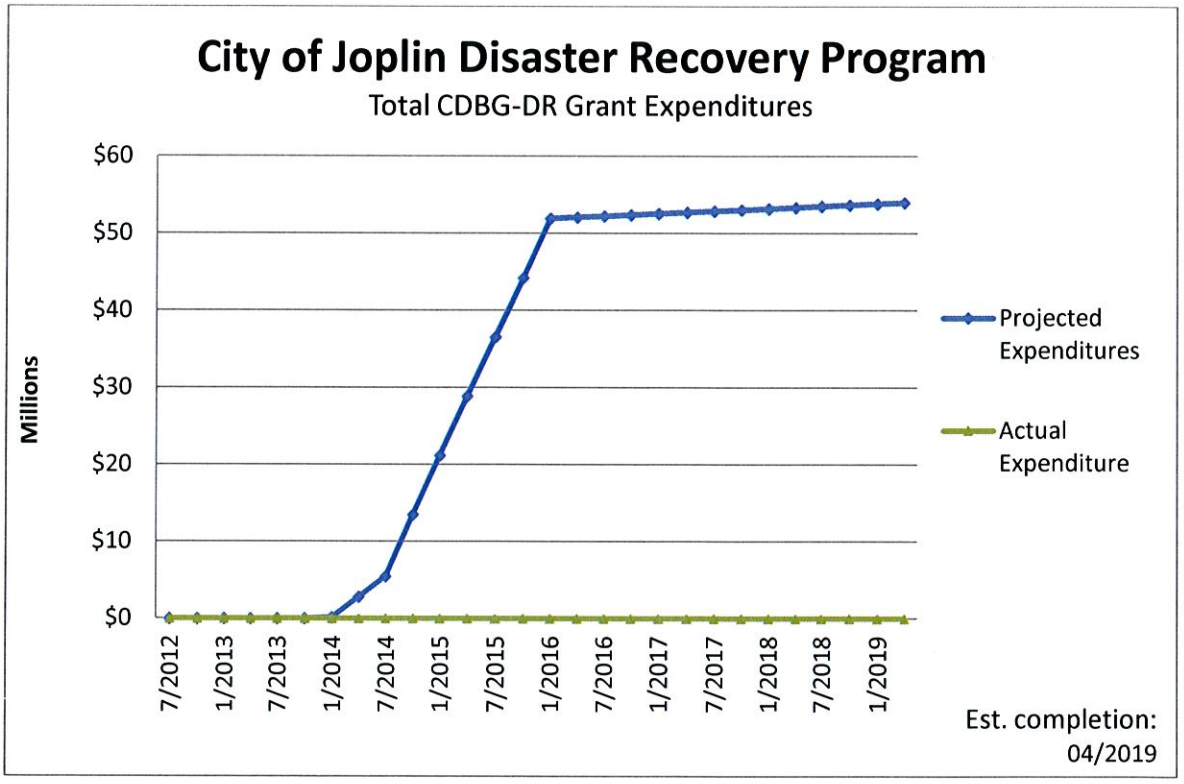
V. PERFORMANCE SCHEDULES

The following tables illustrate the approximate projected expenditures based on HUDs recommendations of Housing, Non-housing, and Administration categories. The City does not anticipate funding any Housing activities with this round of funding.

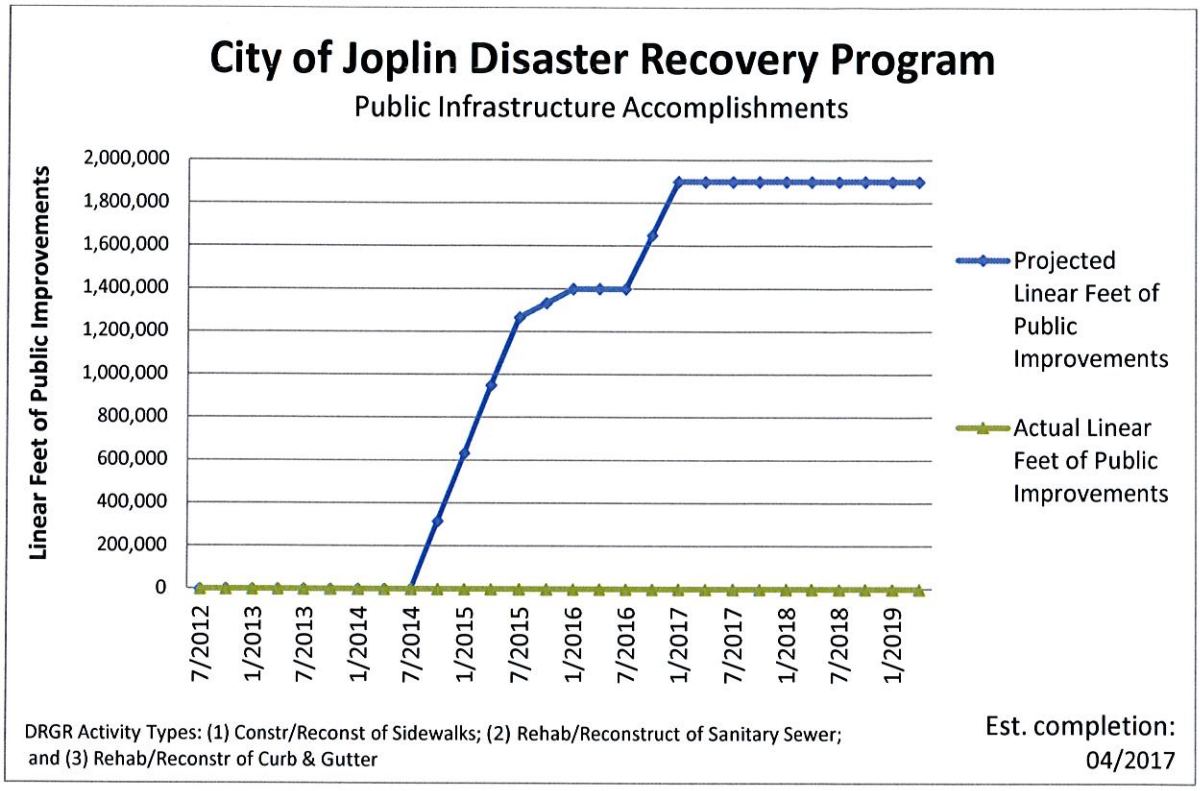

City of Joplin Disaster Recovery Program
Housing Assistance Expenditures
Millions
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: N/A

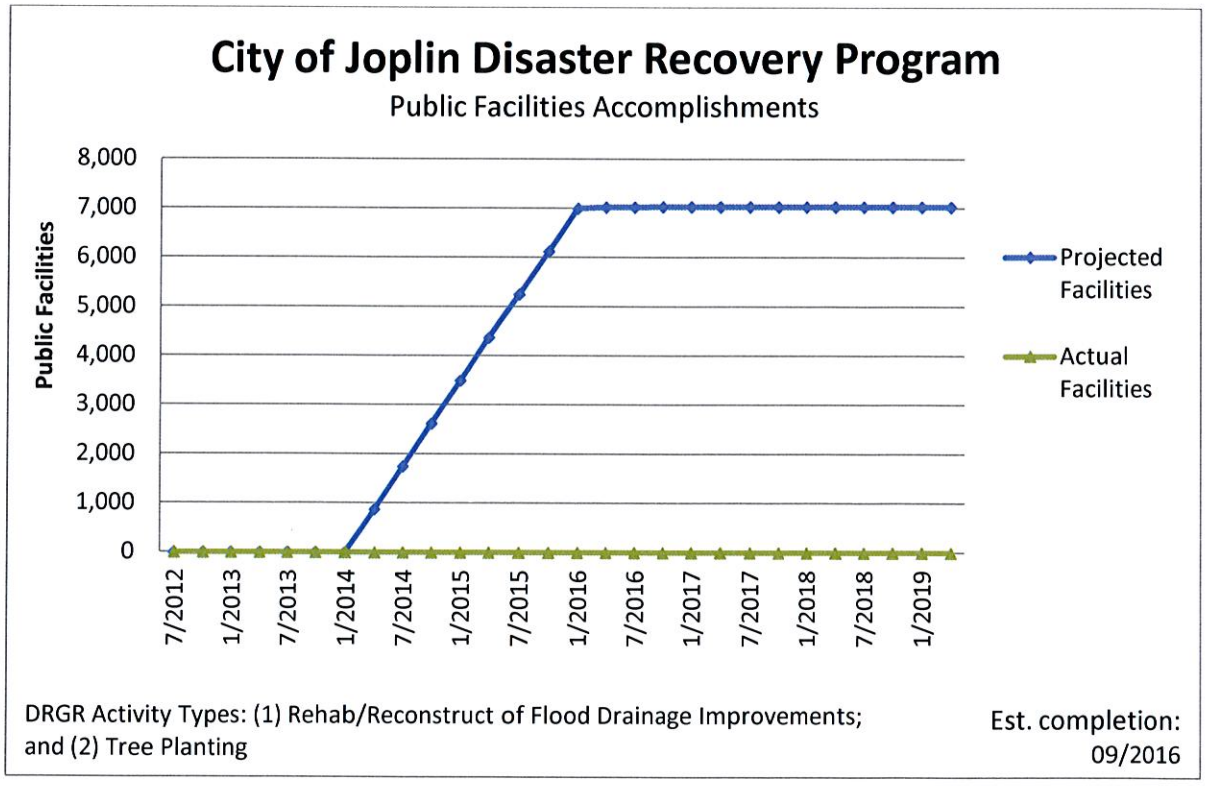

City of Joplin Disaster Recovery Program
Non-Housing Assistance Expenditures
Millions
$60
$50
$40
$30
$20
$10
$0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: 01/2016

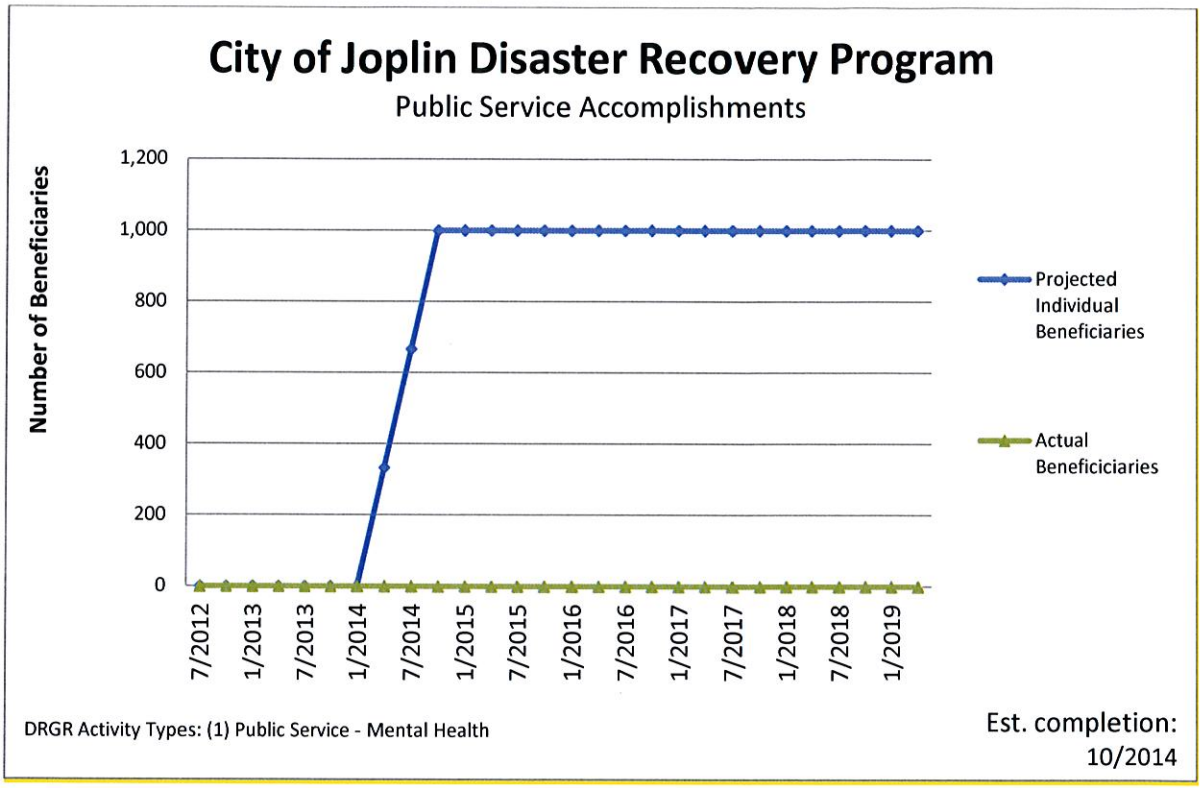

City of Joplin Disaster Recovery Program
Planning & Administrative Expenditures
Millions
$4.0
$3.5
$3.0
$2.5
$2.0
$1.5
$1.0
$0.5
$0.0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: 04/2019


City of Joplin Disaster Recovery Program
Total CDBG-DR Grant Expenditures
Millions
$60
$50
$40
$30
$20
$10
$0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: 04/2019

The outcome measures for each activity grouping are also found according to HUDs recommendations.






City of Joplin Disaster Recovery Program
Public Service Accomplishments
Number of Beneficiaries
1,200
1,000
800
600
400
200
0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Individual Beneficiaries
Actual Beneficiciaries
DRGR Activity Types: (1) Public Service - Mental Health
Est. completion: 10/2014

VI. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Round II Partial Plan #1 – Initial Budget

Infrastructure Activities	
Sidewalk Reconstruction/Construction (Design Only)	$ 588,000.00
Sanitary Sewer (Design & Construction Phase 1)	$ 4,500,000.00
Storm Sewer (Design Only)	$ 2,381,400.00
Curb & Gutter (Design Only)	$ 393,000.00
Sub Total	**$ 7,862,400.00**
Economic Development	
Sub Total	**$ 0.00**
Housing Activities	
Sub Total	**$ 0.00**
Public Service Activities	
Mental Health Needs (Joplin School District)	$ 332,730.00
Sub Total	**$ 332,730.00**
Program Administration Activities	
City of Joplin Administrative Costs	$ 101,951.30
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 327,805.20
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $431,244.32)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 429,756.50**
TOTAL BUDGETED CDBG-DR AWARD (of $113,276,000.00)	**$ 8,624,886.50**

VII. PUBLIC COMMENT

The City of Joplin provided prominent posting on the City's official website beginning on August 9, 2013 indicating written comments would be accepted through August 19th at 5pm. The City also presented the activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received from the Joplin Housing Authority during the City's 7-day comment period. A summary of the comment and the City's Response is noted below.

Joplin Housing Authority Comment Summary

1) **HOUSING AUTHORITY COMMENT**
The Housing Authority wished to clarify that they have submitted a request for rental assistance as well as for property repairs (parking lots and general landscaping) that were not covered by property insurance or FEMA.

CITY RESPONSE
The City was aware of these requests that were made verbally before an official written response was made. Although the Housing Authority's written request was received (on August 7, 2013) after the majority of the preparation for this Action Plan occurred, the City has continued to research all items in the request. This research included the Rental Assistance mentioned in this Action Plan as well as the parking lot and landscaping needs of the facilities. The City is currently in discussions with its consultant and with HUD to determine what items in the request would be eligible. At this point, the City anticipates that whatever portion of these requests are deemed to be eligible will be covered with funds from the City's Round I ($45M) CDBG-DR funding.

2) **HOUSING AUTHORITY COMMENT**
The JHA is authorized for 497 Housing Choice Vouchers and 35 Veterans Affairs Supportive Housing Vouchers. There was a greate difficulty in using these vouchers after the tornado because of the shortage of housing available to be part of the affordable housing market. With the addition of new MHDC tax-credit units in the past year, the Joplin market loosened up and leasing rates have risen although all vouchers are still not utilized. Through use of a post-tornado agreement, the JHA is still using some of its vouchers outside of the City Limits.

When combining the budget for the City's first round ($45M) and the City's second round ($113M), the amount dedicated to housing activities is $31.75 million which is about 20% of overall funds awarded. There is muchof the remaining budget committed to infrastructure though, which is needed of course and will help to support any housing efforts.

All of the City's proposed projects have merit and 20% may be an appropriate amount

to go toward housing activities, but it's not clear to me how that decision is being made. The author of the Action Plan admits that "there is a discrepancy between the goals set by the Novogradac (housing study consultant) study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", going on to say that "the City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point". It appears that the City has decided to commit less to housing activities than Novogradac suggests is needed. If the City's decision about funding for housing activities is based on a study performed in 2011, or on a study performed more recently but without input from all appropriate community partners, I would recommend a new study be performed (by Novogradac or another expert).

CITY RESPONSE

The City did utilize a 2011 Novogradac Housing Study as well as a 2012 update to that study to inform its decisions on level of housing funding. This updated study does include the interviews with community partners that were mentioned by the Housing Authority to occur in June of 2012. However, the comment that the City has decided to commit less to housing activities than Novogradac suggested is actually the opposite of what occurred. The following quoted portion of the plan, "there is a discrepancy between the goals set by the Novogradac (housing study consultant) study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", was meant to show that the city actually allocated more funds to housing activities in the Round I ($45M) Action Plan than were recommended in the 2012 Novogradac Study.

The City was comfortable in doing this because it took a stance to provide a large amount of funding that would be utilized on a demand-basis through the Joplin Homebuyer's Assistance Program (J-HAP). This program is designed to help attract individuals to the area and to repopulate the vacant lots mentioned in the above quote. In funding this demand based activity, the City felt confident that it could address the demand for the Novogradac study and allow for potential population growth and repopulation of the tornado-affected area without overbuilding the housing market.

3) HOUSING AUTHORITY COMMENT

The Housing & Neighborhoods Sector of the Citizens Advisory Recovery Team (CART) is referenced in the Action Plan. This group is (or was) a cross-section of housing-related experts and professionals, and the members are a good resource for discussions about planning. I was a Co-Chair of the committee as it became part of CART, but we had started assembling prior to the CART effort and were already involved individually in overall recovery efforts by then. We were very active for a year after the tornado, but haven't met as a group (to my knowledge) since September of 2012.

CITY RESPONSE

The CART was mentioned in this Action Plan in order to recognize the efforts of the many professionals that worked hard to create the CART's Next Steps Plan. This plan has been and continues to be a guiding document for the City in its efforts for redevelopment. The City appreciates the efforts that were made and will continue to consult with the individual members as recovery continues.

4) HOUSING AUTHORITY COMMENT

Many of the tornado-affected blocks in the neighborhoods where Habitat For Humanity and other non-profit organizations have been able to replace homes, which are in the core of the community, appear to have lots that could be part of a planned effort to finish the neighborhoods. I am not aware of such an effort and have concerns that the private homebuilding market may not provide finished neighborhoods in those areas for a long while. Members of the Housing & Neighborhood Sector would be a good group to consult (collectively or independently) for planning such an effort. The Housing Authority would likely be willing to partner as needed (and feasible and eligible).

CITY RESPONSE

A planned effort to finish the in-fill of redeveloping neighborhoods is a legitimate idea. This is something that the City is willing to consider and would welcome further detail on such a plan. At this point, the City's J-HAP program is the avenue through which the City is attempting to have a similar effect. While the program does not dictate exactly which lots the homebuyer's are to build, all funding is directed in the Tornado Path area. This program was developed after careful consideration of multiple factors that include increased management, administrative, and labor costs for activities that would fund the actual construction of units rather than assisting in the purchase of units through a Homebuyer's Assistance Program.

VIII. ACCESSIBILITY OF PLAN

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

IX. CERTIFICATIONS AND SF-424

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

Appendix A - CERTIFICATIONS

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

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

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

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

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

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

F. **Acquisition and Relocation** – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

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

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

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

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

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

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

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

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

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

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

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

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

O. Applicable Laws -- The grantee certifies that it will comply with applicable laws.

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

_____ _____

Signature/Authorized Official Date

_____

Title

RESOLUTION NO. 2014-001

authorizing the execution and filing of Funding Approval/Agreement with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Agreement for and on behalf of the City of Joplin.

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

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

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

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

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

Section 1. That the City of Joplin enter into an agreement for the City of Joplin's Community Development Block Grant Disaster Recovery Program in the amount of $8,624,886.00 with the U.S. Department of Housing and Urban Development.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Funding Approval/Agreement, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th Day of January, 2014.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

EMERGENCY ORDINANCES

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: January 6, 2014

ITEM: (1) Council Bill No. 2014-001 electing Chuck D. Brown as Municipal Judge for the City of Joplin; approving an Agreement with Chuck D. Brown for Municipal Judge services; and, **(2)** Council Bill No. 2014-002 consenting to the appointment of John J. Podleski as Associate Municipal Judge for the City of Joplin and approving an Agreement with John J. Podleski for Municipal Judge services.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-001, Exhibit "A" – Agreement.
Council Bill No. 2014-002, Exhibit "A" – Agreement.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 12-30-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 12-31-13
H.R./RISK MGMT:	David Allgood	**DATE:** 12/31/13
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 12-30-13

INTRODUCTION:

Council Bill 2014-001 elects Judge Chuck D. Brown as Municipal Judge and approves an Agreement between the City and Mr. Brown for his services to serve as Municipal Judge for the City of Joplin. Council Bill 2014-002 consents to the appointment of John J. Podleski as Associate Municipal Judge and approves an Agreement between the City and Mr. Podleski for his services to serve as Associate Municipal Judge for the City of Joplin.

DISCUSSION:

In February, 2003, Chuck D. Brown was appointed by the Council to serve as the Associate Municipal Judge of the Court. He has served since that time in that capacity. Pursuant to Section §9.02 of the Charter, the Council is required to elect a Municipal Judge for a four (4) year period. This Council Bill elects Mr. Brown to the office of Municipal Judge following the retirement of Judge Curchin. Additionally, as in the past, we have included an Agreement relating to the terms and conditions of employment.

Council Bill 2014-002 approves the appointment of John J. Podleski as the Associate Municipal Judge and further approves a contract relating to the terms and conditions of employment similar to that provided for Mr. Brown.

RECOMMENDATION:

Staff recommends these Council Bills be passed on an emergency basis.

BWH:ab
attachments

COUNCIL BILL NO. 2014-001 ORDINANCE NO.

AN ORDINANCE electing Chuck D. Brown as Municipal Judge for the City of Joplin and approving an Agreement with Chuck D. Brown for Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That Chuck D. Brown, possessed of all the necessary qualifications for the office, be, and hereby is, elected Municipal Judge of the City of Joplin.

Section 2. That the Agreement by and between the City of Joplin, Missouri, and Chuck D. Brown, employing Mr. Brown as Municipal Judge for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

Section 3. That the Mayor of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of Joplin, Missouri, a municipal corporation, hereinafter called the "City", and Chuck D. Brown, hereinafter called "Brown" or "Municipal Judge".

W I T N E S S E T H :

WHEREAS, it is the desire of the City Council to secure and retain the services of the Municipal Judge on a part-time contractual basis; and,

WHEREAS, City finds Brown qualified to serve as Municipal Judge as provided by Section 9.02 of the Home Rule Charter of the City of Joplin; and,

WHEREAS, City desires to contract with Brown to perform part-time services as Municipal Judge of the City of Joplin; and,

WHEREAS, Brown desires to contract with the City of Joplin as part-time Municipal Judge of said City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Duties. City agrees to employ Brown as Municipal Judge of the Municipal Court of the City of Joplin, Missouri, to perform the functions and duties of the office of Municipal Judge as set forth by law, ordinance, and the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign to the Municipal Judge.

2. Term. (a) The parties recognize and agree that Brown is elected Municipal Judge for a term of four (4) years, and that he serves and will continue to serve

until his successor is selected and qualified as provided in Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri; the parties further agree that neither this Agreement nor the continued service of Brown during the term of this Agreement beyond the initial four (4) year term shall be construed as an appointment or re-appointment of Brown for another four (4) year term; the parties further agree that after the expiration of the initial four (4) year term, the requirement in Section 9.02 of the aforesaid Charter which allows removal only for cause by a two-thirds (2/3rds) vote of the Council after hearing before the Council will not be applicable, and that this Agreement and the services of Brown as Municipal Judge shall be terminable as provided in Section 9. of this Agreement.

(b) The term of this Agreement shall be for a period of four (4) years commencing on _____, 2014, and continuing until _____, 2018. Thereafter, the services of Brown as Municipal Judge shall continue on a year-to-year basis in exchange for the compensation herein described and upon the terms and conditions of this Agreement, contingent upon the annual budgeting of funds by the Council of the City, unless modified or amended by both City and Brown in writing or terminated pursuant to Section 9. herein.

(c) Either party may terminate this Agreement pursuant to Section 9. herein.

3. Compensation. The City agrees to pay Municipal Judge for his services rendered pursuant hereto an annual base salary of Ninety Three Thousand Two Hundred Seventy Five Dollars and 00/100 Dollars ($93,275.00), payable in installments at the same time as other employees of the City are paid; provided, however, the annual Budget

adopted pursuant to Section 4.11 of the Home Rule Charter shall constitute a modification of the agreed annual base salary set forth in this Agreement during the fiscal year said annual Budget is in effect; provided further, if the employment of Brown as Municipal Judge shall be terminated at any time pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, or to Section 9. of this Agreement, or if Brown shall be unable to perform his duties because of death or incapacity, or if Brown shall voluntarily resign at any time from his position with the City, then in such event Brown shall be entitled only to that portion of his annual base salary as shall be due upon the effective date of his death, incapacity, removal, or resignation. The parties hereto further understand and agree that Brown is currently contracted to serve as Municipal Judge and that the salary contemplated hereunder shall be effective as of the 1st day of January, 2014. At the time of this Agreement, Brown anticipates equally splitting the duties of the position with the Associate Municipal Court Judge. As a part-time employee, Brown is eligible for certain benefits through the City, and in the event that Brown agrees to increase the division of responsibilities, he may become eligible for three-quarter time (3/4) benefits or full-time benefits.

4. Hours of Work. It is recognized that the Municipal Judge is a part-time contractual employee of the City and he shall devote adequate time to the duties of his office so that he shall fulfill the requirements of the job in a professional and workmanlike manner. Open Court shall be held on at least four (4) days weekly, on such days, and at such times, as shall most effectively spread the workload of the Municipal Court and serve the convenience of the public.

5. Continuing Legal Education. City agrees that the Municipal Judge may attend continuing legal education (CLE) training programs and related programs for Municipal Judges as provided in the yearly Budget.

6. Associate Municipal Judge. The Associate Municipal Judge shall be appointed in accordance with Section 42-52 of the Joplin City Code. The Associate Municipal Judge shall act at such times as requested by the Municipal Judge, or when the Municipal Judge is absent or unable to serve in his official capacity. The Associate Municipal Judge shall be paid by the City as directed by the Municipal Judge from such sums as may be appropriated by the City for such purpose.

7. Other Terms and Conditions of Employment. The City Council shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Municipal Judge, provided that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Joplin City Code, the Home Rule Charter of the City of Joplin, or any other law.

8. Limitations – State and Federal Law. Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made by the City are subject to any valid limitation placed thereon by the Constitutions of the United States of America or State of Missouri, and all statutes, laws, or judicial decisions of the State of Missouri and the United States of America.

9. Termination.

(a) The City Council of the City of Joplin, Missouri, may terminate this Agreement pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin,

Missouri, and remove Brown from office at any time for cause by a two-thirds (2/3rds) vote of the Council after a hearing before the Council;

(b) After the expiration of the initial four (4) year term, either party may terminate this Agreement, without cause, upon written notice of the intent to terminate given at least ten (10) days prior to the expiration of any one-year (1) term;

(c) Brown may voluntarily resign his position as Municipal Judge at any time.

10. Non-Delegation. This Agreement shall be binding upon and inure to the benefit of the personal representatives and heirs of the Municipal Judge; provided however, this is an agreement for personal services, and the duties required of Brown shall not be assigned or delegated except as provided in Section 6. of this Agreement, or as otherwise required by law.

11. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

12. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall

not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

15. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Melodee Colbert-Kean, and

duly attested by Barbara L. Hogelin, City Clerk, and Municipal Judge Chuck D. Brown, has signed and executed this Agreement, in duplicate, the day and year first above written.

MUNICIPAL JUDGE

By: _____
Chuck D. Brown

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

COUNCIL BILL NO. 2014-002 ORDINANCE NO.

AN ORDINANCE consenting to the appointment of John J. Podleski as Associate Municipal Judge for the City of Joplin and approving an Agreement with John J. Podleski for Associate Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That John J. Podleski, possessed of all necessary qualifications, be and hereby is, appointed to the office of Associate Municipal Judge for the City of Joplin.

Section 2. That the Agreement by and between the City of Joplin, Missouri, and John J. Podleski, employing Mr. Podleski as Associate Municipal Judge for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

Section 3. That the Mayor of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of Joplin, Missouri, a municipal corporation, hereinafter called the "City", and John J. Podleski, hereinafter called "Podleski" or "Associate Judge".

WITNESSETH:

WHEREAS, it is the desire of the City Council and the Municipal Judge to secure and retain the services of the Associate Municipal Judge on a part-time contractual basis; and,

WHEREAS, City finds Podleski qualified to serve as Associate Municipal Judge as provided by Section 9.02 of the Home Rule Charter of the City of Joplin; and,

WHEREAS, City desires to contract with Podleski to perform part-time services as Associate Municipal Judge of the City of Joplin; and,

WHEREAS, Podleski desires to contract with the City of Joplin as part-time Associate Municipal Judge of said City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Duties. City agrees to employ Podleski as Associate Municipal Judge of the Municipal Court of the City of Joplin, Missouri, to perform the functions and duties of the office of Associate Municipal Judge as set forth by law, ordinance, and the City Charter, and to perform such other legally permissible and proper duties and functions as the Municipal Judge shall from time-to-time assign to the Associate Municipal Judge. The Associate Municipal Judge shall be appointed in accordance with Section 42-52 of

the Joplin City Code. The Associate Municipal Judge shall act at such times as requested by the Municipal Judge, or when the Municipal Judge is absent or unable to serve in his official capacity. The Associate Municipal Judge shall be paid by the City upon the direction of the Municipal Judge from such sums as may be appropriated by the City for such purpose.

2. Term.

(a) The parties recognize and agree that Podleski is hired as Associate Municipal Judge for a term of one (1) year. Thereafter, the services of Podleski as Associate Municipal Judge shall continue for successive one (1) year terms, renewed automatically, in exchange for the compensation herein described and upon the terms and conditions of this Agreement, contingent upon the annual budgeting of funds by the Council of the City, unless modified or amended by both City and Podleski in writing, or unless this Agreement is terminated pursuant to Section 8. herein.

(b) Either party may terminate this Agreement pursuant to Section 8. herein.

3. Compensation. The City and Municipal Judge agrees to pay Associate Municipal Judge for his services rendered pursuant hereto a monthly salary as determined and agreed by the Municipal Judge and Podleski, payable in installments at the same time as other employees of the City are paid; provided further, if the employment of Podleski as Associate Municipal Judge shall be terminated at any time pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, or to Section 8. of this Agreement, or if Podleski shall be unable to perform his duties because of death or incapacity, or if Podleski shall voluntarily resign at any time from his position with the City, then in such

event Podleski shall be entitled only to that portion of his annual base salary as shall be due upon the effective date of his death, incapacity, removal, or resignation. The parties hereto further understand and agree that Podleski is currently contracted to serve as Associate Municipal Judge and that the salary contemplated hereunder shall be effective as of the 1st day of January, 2014. At the time of this Agreement, Podleski anticipates equally splitting the duties of the position with the Municipal Court Judge. As a part-time employee, Podleski is eligible for certain benefits through the City, and in the event that Podleski increases the division of responsibilities by agreement with the Municipal Judge, he may become eligible for three-quarter time (3/4) benefits or full-time benefits.

4. Hours of Work. It is recognized that the Associate Municipal Judge is a part-time contractual employee of the City and he shall devote adequate time to the duties of his office so that he shall fulfill the requirements of the job in a professional and workmanlike manner. Open Court shall be held on at least four (4) days weekly, on such days, and at such times, as shall most effectively spread the workload of the Municipal Court and serve the convenience of the public.

5. Continuing Legal Education. City agrees that the Associate Municipal Judge may attend continuing legal education (CLE) training programs and related programs for Associate Municipal Judges as provided in the yearly Budget.

6. Other Terms and Conditions of Employment. The City Council shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Associate Municipal Judge, provided that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this

Agreement, the Joplin City Code, the Home Rule Charter of the City of Joplin, or any other law.

7. Limitations – State and Federal Law. Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made by the City are subject to any valid limitation placed thereon by the Constitutions of the United States of America or State of Missouri, and all statutes, laws, or judicial decisions of the State of Missouri and the United States of America.

8. Termination.

(a) The City Council of the City of Joplin, Missouri, may terminate this Agreement pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, and remove Podleski from office at any time for cause by a two-thirds (2/3rds) vote of the Council after a hearing before the Council;

(b) After the expiration of the initial one (1) year term, or any renewal terms, either party may terminate this Agreement, without cause, upon written notice of the intent to terminate given at least sixty (60) days prior to the expiration of any one-year (1) term;

(c) Podleski may voluntarily resign his position as Associate Municipal Judge at any time.

9. Non-Delegation. This Agreement shall be binding upon and inure to the benefit of the personal representatives and heirs of the Associate Municipal Judge; provided however, this is an agreement for personal services, and the duties required of Podleski shall not be assigned or delegated except as provided in Section 6. of this Agreement, or as otherwise required by law.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

13. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

14. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

15. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

16. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Melodee Colbert-Kean, and duly attested by Barbara L. Hogelin, City Clerk, Municipal Judge Chuck D. Brown, and Associate Municipal Judge John Podleski, has signed and executed this Agreement, in duplicate, the day and year first above written.

ASSOCIATE MUNICIPAL JUDGE

By: _____
John J. Podleski

ATTEST:

_____

MUNICIPAL JUDGE

By: _____
Chuck D. Brown

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
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: January 6, 2014
Council Bill No. 2014-400

Item: Sidewalk & ADA Ramps from A Street to C Street and Gray Avenue to Joplin Avenue NIDIII

Originating Department: Public Works – Community Development

Attachments: 1) Location Map
2) Bid Tabulation
2) Council Bill No. 2014-400

Community Development: Troy Bolander T.B.	Date 12/30/13
Department Head: Nicholas A. Heather	Date: 12/30/13
Finance Department: Leslie Haase	Date: 12-30-13
City Attorney: Brian Head	Date: 12-30-13
Interim City Manager: Mark Rohr	Date: 12/30/13

Recommended Action: Approval of an Award of Contract to RFB Construction Company Inc. in the amount of $319,638.00 and for the Sidewalk & ADA Ramps from A Street to C Street and Gray Avenue to Joplin Avenue NID III project.

Background: In 2011 Neighborhood meetings were held in the neighborhood improvement district number 3. Funds have been allocated through Community Development Block Grant Funding for low and moderate income neighborhoods. ADA ramps & sidewalk repairs were selected based on the opinion of citizens through the Neighborhood meetings. Neighborhood Improvement District 3 boundaries are Gray Ave on the west and Joplin Ave on the east, C Street on the North and A Street on the south. Funding was approved for Neighborhood Infrastructure projects in the 2012 and 2013 Action Plans. Funding will be utilized from these previously approved plans.

Discussion: City staff prepared bid documents for the project. A notice to Contractors that solicited bids for the project was published in the Joplin Globe for 1 day. Nine firms picked up plans and five firms submitted bids (see attached Bid Tabulation) that were opened on December 20, 2013.

Recommendation: City staff recommends Award of Contract to RFB Construction Company Inc. in the amount of $319,638.00 and for the Sidewalk & ADA Ramps from A Street to C

Street and Gray Avenue to Joplin Avenue NID III project. This bid is within the engineer's estimate and the allocated budget.


NID III Sidewalk Replacement
Joplin West Quad. T 27N, R 33W, Sec. 3, NE and NW 1/4
INGER
C
D
B
A
JACKSON
SERGEANT
BYERS
PEARL
WALL
JOPLIN
CONNOR
GRAY
1ST
MOFFET
N
Legend
sde.SDE.floodzone
NID_III
Wetlands
sde.SDE.Airport_Control_Area
0
0.05
0.1 Miles
Proximity
Nearest Wetland: 227 Feet
Floodzone: 255 Feet
Airport: 3.3 Miles
Shoal Creek: 4 Miles
Spring River: 11 Miles

BID TABULATION

PROJECT: Sidewalk & ADA Ramps from A Street to C Street and Gray Ave to Joplin Ave NIDIII

DATE OF BID OPENING: December 20, 2013

CONTRACTOR	BID
RFB Construction	319,638.00
CE Contracting	996,040.00
Lathrop Construction	578,326.00
Snyder Construction	688,020.00
Sprouls Construction	587,000.00

COUNCIL BILL NO. 2014- 400 ORDINANCE NO.

AN ORDINANCE approving a contract with RFB Construction Inc. in the amount of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00 /100 Dollars ($319,638.00) for Sidewalk and ADA Ramp Installation A Street to C Street and Gray Avenue to Joplin Avenue NID III project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract, Exhibit A, be awarded to RFB Construction Inc. in the amount of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00 /100 Dollars ($319,638.00) for Sidewalk and ADA Ramp Installation A Street to C Street and Gray Avenue to Joplin Avenue NID III project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract, or substantially similar in form, for and on behalf of the City of Joplin with said contractor.

Section 4. 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 _____, 2014, by a _____ vote.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EXHIBIT A

CITY CONTRACT NO. 8495

THIS CONTRACT, made and entered this _____ day of _____, 20___, by and between the City of Joplin, A Municipal Corporation, Party of the First Part, And

RFB Construction
565 E. 520th Ave
Pittsburg, KS 66762

Contractor, Party of the Second Part,

WITNESSETH: The said party of the second part hereby agrees with said party of the first part to furnish at his own cost and expense all labor, material, machinery, plant equipment, transportation and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and to pay for all labor and material, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees, and execute in connection herewith a good and sufficient bond in the amount of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00/100 Dollars ($319,638.00); approved by the proper officer, as a guarantee to said City for:

Sidewalk and ADA Ramp Installations NID # 3
Vicinity of A Street to C Street and Gray Street to Joplin Street 2013

And to perform the same in accordance with specifications and all the provisions of the Joplin City Code of 1998, as amended, and according to the City Engineer's Plan No 8495 and Estimate No. 8495 on file in the office of the Director of Public Works. All of which are by reference made and part of this contract and to perform said work for the following prices to-wit:

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Sidewalk Replacement / Const	3,000	SY	44.50	133,500.00
2	Aggregate Subbase	330	TON	22.50	7,425.00
3	ADA Ramp " B " Installations	73	EA	505.00	36,865.00
4	ADA Ramp " E " Installations	85	EA	1,100.00	93,500.00
5	ADA Ramp " G " Installations	2	EA	1,990.00	3,980.00
6	Tree Removal, various sizes	9	EA	1,100.00	9,900.00
7	Stump Removal	5	EA	1,100.00	5,500.00
8	Top soil & Seeding	6,580	SF	0.75	4,935.00
9	Thermoplastic Crosswalk	250	LF	7.50	1,875.00
10	Thermoplastic Stop Bars	28	LF	10.25	287.00

11	Thermoplastic Yield Bars	28	LF	13.25	371.00
12	Barrier Curb	100	LF	19.50	1,950.00
13	Mobilization (Not exceed 5%)	1	LS	15,000.00	15,000.00
14	Erosion Control	1	LS	2,600.00	2,600.00
15	Traffic Control	1	LS	1,950.00	1,950.00
				TOTAL	$319,638.00

It is stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri shall be paid to all workmen performing work under this contract. In the event that the second party fails to pay each workman a sum equal to the stipulated prevailing wage rates, the second party shall pay unto the City as a penalty, the sum of ten dollars ($10.00) per day for each workman who is paid less than such stipulated rate for work done under this contract.

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 employ 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 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 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.

The Director of Public Works shall give the party of the second part notice in writing to commence said work, and the same shall be completed by February 28, 2014. Should the party of the second part fail to complete said work on or before said date or such additional time allowed by the said date or such party of the first part, a penalty of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) per calendar day shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works.

The second party agrees to keep posted in a prominent and easily accessible place at the site where the work is being performed, by it or each sub-contractor, a clearly legible statement of all prevailing wages pertaining to workmen engaged in the performance of this contract.

It is further stipulated that the second party will produce records of the wages paid to workmen employed in construction under this contract for the inspection of the Director of Public Works or members of his department.

It is further stipulated and agreed that before final payment is made or tax bills finally issued, that the second party provide an affidavit to the first party, stating that under this contract he has fully complied with the prevailing wage law.

It is further stipulated that the attached General Condition Requirements for Community Development Block Grant funds be adhered to and signed as part of this contract.

And when the work embraced in this contract is fully completed agreeable to the specifications and stipulations thereof and accepted by said City and upon certification to the Director of Finance, the contractor will be paid in cash.

IN WITNESS WHEREOF, the said City of Joplin, acting by and through the Director of Public Works, and the said party of the second part, having subscribed these presents the day and year first above written.

CITY OF JOPLIN

By _____
Party of the First Part
Nicholas A. Heatherly, PE
Director of Public Works

CONTRACTOR

By_____
Party of the Second Part

Federal ID No._____

Approved as to form this _____ day

of _____, 20___.

_____
Brian W. Head, City Attorney

I. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Sub recipient to the Grantee reports that are incorrect or incomplete
in any material respect.

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

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and OMB Circular A-133.(A-133 Audit required if the Sub Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973

(29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

The Sub recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency

contracting officer, advising the labor union or worker's representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

or appointed official of the Grantee, the Sub recipient, or any designated public agency.

5. Lobbying

The Sub recipient hereby certifies that:

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

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

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

6. Copyright

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

7. Religious Activities

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

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

30f

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the

symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

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

E. Other provisions

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

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and
  24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et.
  seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and
  Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

VI. SEVERABILITY

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

VII. SECTION HEADINGS AND SUBHEADINGS

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

VIII. WAIVER

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

IX. ENTIRE AGREEMENT

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

Date _____

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

City of Joplin, Missouri
A Municipal Corporation

[Sub recipient]

_____
Name

_____
Title

(City)

_____
Troy Bolander
Planning & Community Development Manager

ATTEST:

_____

Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head
City Attorney

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

PERFORMANCE BOND
CITY CONTRACT NO. 8495

KNOW ALL PERSONS BY THESE PRESENTS: That

RFB Construction
565 E. 520th Ave
Pittsburg, KS 66762

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00/100 Dollars ($319,638.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Sidewalk and ADA Ramp Installations NID # 3
Vicinity of A Street to C Street and Gray Street to Joplin Street 2013

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND
CITY CONTRACT NO. 8495

KNOW ALL MEN BY THESE PRESENTS: That

RFB Construction
565 E. 520th Ave
Pittsburg, KS 66762

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00/100 Dollars ($319,638.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Sidewalk and ADA Ramp Installations NID # 3
Vicinity of A Street to C Street and Gray Street to Joplin Street 2013

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NEW BUSINESS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 6, 2014

Item: SITE PLAN REVIEW FOR 1531 SOUTH RANGE LINE ROAD
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly — Date: 12/20/2013
City Attorney: Brian Head — Date: 12/30/13
City Manager: R. Mark Rohr — Date: 12/30/13
Board or Commission: Planning and Zoning Commission — Date: 12/9/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 077-13: 1531 South Range Line Road – A request for a Site Plan Review for Panda Express, a proposed commercial development in a C-2 PD (Central Business District – Planned Development) – Panda Express.

STAFF SUMMARY:
This Site Plan Review is for the development of a 2,200 square foot restaurant building.

Access Management: The site will have two points of access, including one from South Range Line Road and one on the north property line along an interior private access drive. Staff does have concerns regarding the proximity of the north access drive to Range Line Road and how it aligns with the Kum & Go to the north, but has agreed that this is the best option for the existing site.

Parking: A total of 25 spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 2,200 square foot restaurant building that is predominantly EIFS with a mixture of textures and finishes. Stone veneer will wrap the base of the building.

Landscaping and Open Space: The site meets all landscaping requirements and has provided a variety of street trees, parking lot trees, and shrubs.

Buffering: No buffering is required since the site adjoins other commercial properties in the same zoning district.

Stormwater Management: Stormwater Management Plan needs to be reviewed by Engineering, but is aware of what needs to be done on site.

Staff recommends approval of Case 077-13 based on feedback from Engineering staff regarding access and stormwater.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jason Stucker, Klover Architects, appeared and stated that they are the architects for the Panda Express project located on property formerly occupied by Long John Silver's.

Mr. Stucker has submitted the site plan previously for staff review, with the City staff having some preliminary concerns regarding the north access point towards Kum & Go. He believes those issues have been resolved. He has also addressed the elevation comments regarding the requirement of no EIFS to ground level and has received preliminary approval on those as well. The site plan the commissioners have at this time should be the latest version.

Mr. Alex Phelps, construction project manager for Panda Express, stated that Panda Express is eager to be a part of the Joplin community and have worked closely with the City staff to develop a plan that will work for everyone.

Mr. Duncan asked Mr. Phelps about the ingress-egress from Range Line Road into the parking lot, and how to access the parking lot from the north. He replied that the Range Line access is the existing access, with the turn lane going into another drive lane just south of Kum & Go.

Mr. Duncan asked Mr. Phelps asked if the roadway is a driveway to Range Line Road, and if Kum & Go could block that access if they want to. Mr. Phelps understood that cross-access easements are in place for that driveway, with this area being covered by easements to provide access.

Mr. Smith did not believe one access would be enough for this type of business, and Mr. Phelps replied that an additional access will be provided from Range Line Road at the south property line, which most southbound traffic will turn into. If they miss that entrance, they will proceed towards the next entrance just before Kum & Go and turn in there and come down to the south.

Mr. Cortez asked if the north access would be directly behind the existing Kum & Go, in that traffic would turn onto 15th Street like they were going to the 15th Street Wal-Mart, and drive in along the east side of Kum & Go. Mr. Phelps stated that north of Kum & Go is a traffic signal that goes into Wal-Mart. South of Kum & Go is another access drive that is covered by easements without a traffic signal.

Mr. Eastman asked if this is basically the old pad for Long John Silver's, and Mr. Phelps replied that is correct.

Mr. Duncan asked if this roadway is a public access road, and Mr. Wright replied it is a private access easement for which the property owner has an agreement with Wal-Mart that allows the access to extend all the way to the Wal-Mart parking lot.

Mr. Smith asked about turning at the traffic signal and driving around the Kum & Go. Mr. Wright replied that southbound traffic on Range Line Road must turn left at 15th Street and go behind Kum & Go and loop back around to Panda Express.

Mr. Ramsour asked if there is room for a business between Kum & Go and Panda Express, and Mr. Wright replied no. He stated that this will be an access drive.

PUBLIC COMMENT:
None.

Z&P Meeting: December 9, 2013
City Council Meeting: January 6, 2013

STAFF PLANNING REPORT
Site Plan Review

CASE 077-13:

A request for a Site Plan Review for the development of Panda Express, a proposed commercial development in a C-2 PD (Central Business District – Planned Development) at 1531 S. Range Line Road.

NAME OF PROJECT: Panda Express

LOCATION: 1531 S. Range Line Road

APPLICANT: Panda Express / Olsson Associates

CORRIDOR: S. Range Line Road

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-2 PD (Central Bus. Dist. – Planned Development)	Vacant (Former Restaurant)	160' x 150' / 24,000 ft² / .55 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-2 PD	C-2 PD	M-2	C-O & C-3 PD
Land Use	Convenience Store/Gas Station	Vacant (Former Commercial)	Restaurant	Office and Commercial

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Range Line Road	Major Arterial	100'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

Staff does have a concern regarding the proximity of the north access to Range Line Road.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DISCUSSION

This Site Plan Review is for the development of a 2,200 square foot restaurant building.

Access Management: The site will have two points of access, including one from S. Range Line Road and one on the north property line along an interior private access drive. Staff does have concerns regarding the proximity of the north access drive to Range Line Road and how it aligns with the Kum & Go to the north, but has agreed that this is the best option for the existing site.

Parking: A total of 25 spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 2,200 square foot restaurant building that is predominantly EIFS with a mixture of textures and finishes. Stone veneer will wrap the base of the building.

Landscaping and Open Space: The site meets all landscaping requirements and has provided a variety of street trees, parking lot trees, and shrubs.

Buffering: No buffering is required since the site adjoins other commercial properties in the same zoning district.

Stormwater Management: Stormwater Management Plan needs to be reviewed by Engineering, but is aware of what needs to be done on site.

Staff recommends approval of Case 077-13 based on feedback from Engineering staff regarding access and stormwater.

ENCLOSURES:

Site Plan, Landscape Plan, and Building Elevations

RECEIVED
11-4-13

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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

For Office Use Only
Case No: 0773
Filing: $350.00
Date Advertised: N/A
Date Notices Sent: N/A
Public Hearing Date: N/A

I. **Name of Project:** Panda Express

II. **Location of Project:** 1531 S. Rangeline Rd.

III. **Name of Owner:** Sooner One, LLC

IV. **Name of Person who Prepared the Site Plan:** David Eckman - Olsson Associates

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	X	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	X	
C. Name and address of all owners of record of abutting parcels.	X	
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	X	
E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments		

in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ____ ____

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. Y ____

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ____ ____

H. The location, height, size, materials, and design of all proposed signage. Y ____

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. Y ____

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; Y ____
2. water lines and fire hydrants; Y ____
3. telephone, cable and electrical systems; and Y ____
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. Y ____

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. Y ____

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.)

requirements. X ____

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. X ____

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. X ____

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ____ ____

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ____ ____

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

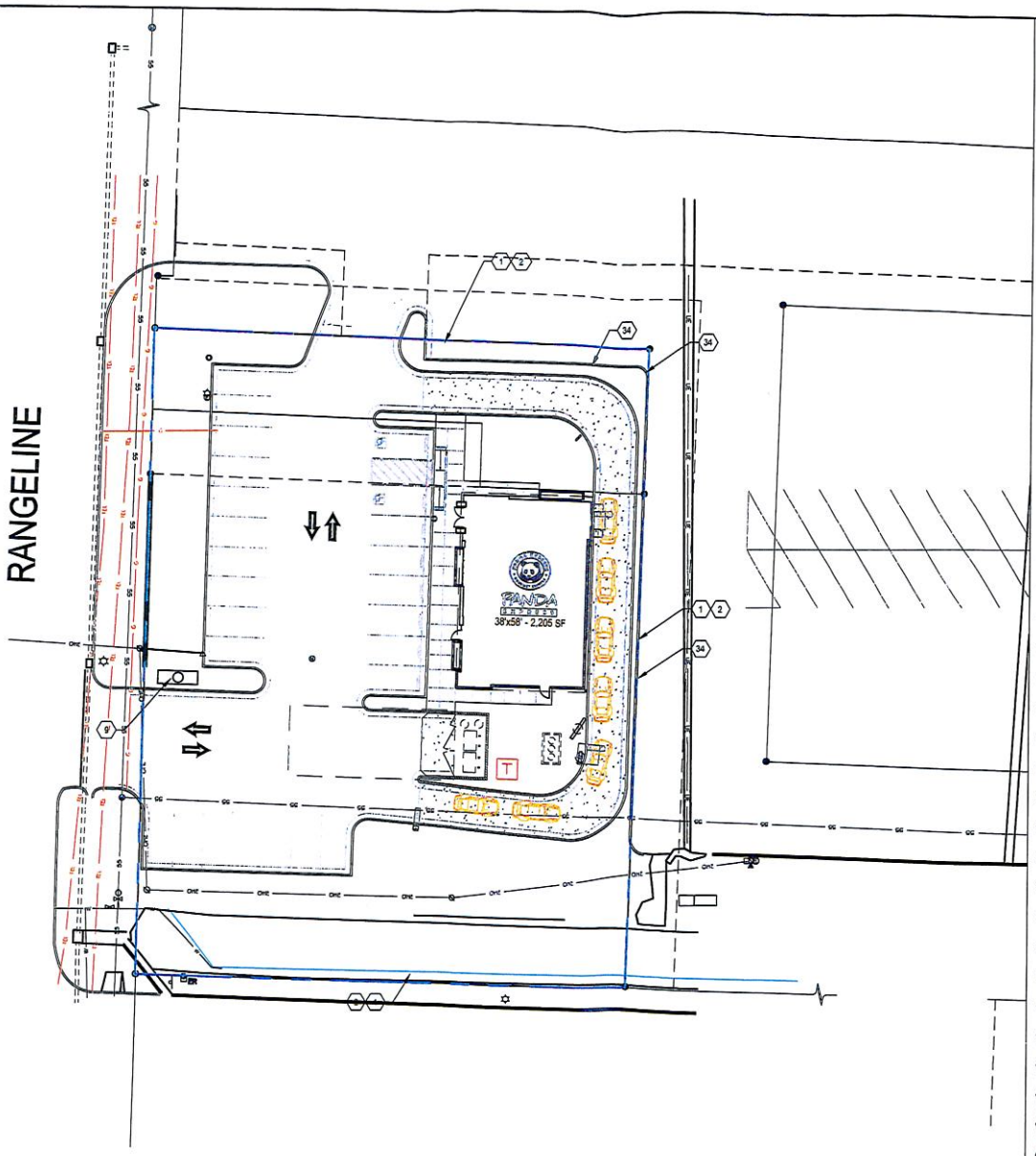
1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; X ____

2. Maximum number of employees; X ____

3.	Maximum seating capacity, where applicable;	X	
4.	Number of parking spaces existing and required for the intended use; and	X	
5.	A landscape plan for improving large areas of paved parking with appropriate landscaping may be required.	X	

SIGNATURE: _____ DATE: 10·31·13

BY: Henry C Klotz Architect TITLE: Architect



DEMOLITION NOTE:
G.C. TO REMOVE ALL EXISTING ABOVE/UNDER GROUND STRUCTURAL WALLS, FOUNDATION, ASPHALT, CONC. CURBS AND DEBRIS PRIOR TO NEW CONSTRUCTION

GENERAL NOTE:

1. G.C. TO VERIFY AND PROVIDE ALL UNDERGROUND WIRING AND CONDUIT(INSTALLED BY LOCAL UTILITY COMPANY) FROM TRANSFORMER TO ELECTRICAL MAIN SWITCHGEAR, DRIVE THRU MENU BOARD, BY G.C., VERIFY WITH PANDA PM.
2. WATER METER FOR IRRIGATION SHALL BE A SEPARATE METER THAN MAIN WATER METER. G.C. TO COORDINATE WITH LANDSCAPE/IRRIGATION CONTRACTOR TO INSTALL A SEPARATE METER.
3. PROVIDE & INSTALL CAGE AND COVER FOR THE BACK-FLOW PREVENTER AT 4" CONCRETE CURB IN LANDSCAPE AREA; GORILLA CAGE, MANUFACTURED BY HOUSTON IRRIGATION SERVICES SPRING, TEXAS (281-705-9700). PROVIDE INSULATED COVER, 'AQUA SHIELD' MODEL # BPI-S FOR COLDER REGIONS OF US. COORDINATE WITH PANDA PM. REFER TO DETAIL 11/ A-407
4. FOR HORIZONTAL CONTROL PLAN REFER TO CIVIL DRAWINGS

1. LIMIT OF CONSTRUCTION
2. PROPERTY LINE (LEASE AREA)
3. RIVER ROCK
4. NEW SWITCHGEAR
5. ASPHALT PAVING - SEE CIVIL PLAN
6. IRRIGATED LANDSCAPING. REFER TO LANDSCAPE DRAWINGS
7. CONC. APRON 9' ASPHALT PAVING IS USED. RE: 10A-408
8. TRASH ENCLOSURE, CONFIRM BIN SIZE WITH LOCAL WASTE MANAGEMENT COMPANY (TYP., 6 YARD BIN) RE: 1A-407
9. SIGN COMPANY COORDINATE SIGN PACKAGE AND SIGN POSTING DETAIL COMPLY WITH LOCAL CODES
10. DRIVE THRU LANE SENSOR LOOP SEE DETAIL. RE: 20A-409
11. DRIVE THROUGH MENU BOARD-INSTALLED BY SIGN COMPANY. VERIFY WITH PANDA PM (SEE GENERAL NOTE ABOVE)
12. DIRECTIONAL ARROW. RE: 18A-408
13. ACCESSIBLE PATH OF TRAVEL
14. ACCESSIBLE PARKING POLE SIGN RE: 4A/A-408
15. INTERNATIONAL ACCESSIBILITY SYMBOL @ PARKING SPACE. RE. 2A-408
16. ACCESSIBLE PARKING SPACE AND LOADING ZONE PAINT LOADING ZONE W/ 4" WIDE STRIPES @3'-0" O.C RE. 4A-408
17. PAINT 4" WIDE SOLID PARKING STRIPPING W/ TWO (2) COATS HIGHWAY WHITE PAINT. RE. 4A-408
18. DESIGNATED HANDICAP PARKING SPACE. RE. 4A-409
19. ROOF DRAIN AND OVERFLOW DRAIN FROM ROOF UNDER CONCRETE FLATWORK TO FACE OF CURB OR TEE TO STORM SEWER. ARCHITECT TO VERIFY WITH LOCAL JURISDICTION. RE: 15A-107
20. STEEL PIPE GUARD-PAINT TO MATCH SAFETY YELLOW RE. 16A-407
21. UNDERGROUND GREASE INTERCEPTOR - SEE PLUMBING/CIVIL DRAWINGS
22. CONC. DRIVEWAY (GRAY COLOR, LIGHT BROOM FINISH)
23. EDGE OF SIDEWALK AT PLANTER
24. CONCRETE CURB AT PLANTER. RE. 8A-408
25. EXPANSION JOINT @ 20'-0" O.C MAX. RE. 17A-408
26. TOOLED JOINTS @ 5'-0"X5'-0" O.C RE. 16A-408
EXPANSION JOINT @ 20'-0" O.C
27. ACCESSIBLE RAMP RE. 15A-408
28. FUTURE PRE-VIEW BOARD, G.C. TO INSTALL J-BOX AND POWER FOR FUTURE USE.
29. ORDER CONFIRMATION BOARD
30. WHEEL STOP RE. 5A-408
31. OUTDOOR COVERED PATIO AND SEATING
32. SEALED CONC SIDEWALK (AQUA MIX SEALER'S CHOICE GOLD) CONCRETE TO BE LIGHT BROOM TEXTURE FINISH. PROVIDE UNDER SLAB TREATMENT PER SOIL REPORT. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG
33. CLEARANCE BAR INSTALLED BY SIGN VENDOR SEE ELECTRICAL DRAWING FOR ELECTRICAL REQUIREMENT, G.C. TO COORDINATE
34. THICKENED ASPHALT EDGE FOR DRAINAGE. RE: CIVIL

ARCHITECTURAL SITE PLAN | 1 | A-100
Scale = 1/16" = 1'-0"

KEY NOTES | A | A-100
Scale= NTS

NISH SCHEDULE

INSTALLED AND FURNISHED BY G.C. UNLESS NOTED OTHERWISE

	MFG#	COLOR	FINISH	NOTES
	STOTHERM ESSENCE SYSTEM	0X03 CHAMPAGNE	SAND PEBBLE FINE	BUILDING BODY
	STOTHERM ESSENCE SYSTEM	11404 BRUSHED PEWTER	SAND PEBBLE FINE	BUILDING BODY
	STOTHERM METALLIC SYSTEM	SW 7658 EHOW STOPPER	ULTRA SMOOTH METALLIC FINISH	ENTRY PORTAL
	STOTHERM METALLIC SYSTEM	SW7069 NETWORK GREY	ULTRA SMOOTH METALLIC FINISH	DRIVE THRU & REAR ELEVATION
3	SW 9149	FUSION (GREEN)	A100 SATIN, LATEX	BUILDING TRIM
3	SW 7506	SNOW STOPPER	A100 SATIN, LATEX	ENTRY, WALL ACCENTS
3	SW 6062	COSSILE CROWN	A100 SATIN, LATEX	ALUM. AWNING/CANOPY
3	SW 6423	INVERNESS	A100 SATIN, LATEX	BAMBOO POLES
TONE	-	SAND DRIFT	DRY TASP	PLANTER STONE CAP
	HS79	TIDE WATER	NOZA LEDGE STACK - HS79	PLANTERS - DRY STACK/TIGHT JOINT
NO 949-713-6231		PORTO PLANK *	8 X 48	BUILDING ACCENT TILE *
	45RW-HLZ	DU HLZ	SILVER HAIRLINE ALUMINUM	ALUMINUM COMPOSITE MATERIAL. INSTALLATION: RAINSCREEN SYSTEM

GROUT - MFG. MODEL # FINISHED BY CUSTOM BUILDING PRODUCTS, COLOR SABLE BROWN. GROUT JOINT SIZE: 1/8".
OF GROUT WITH CERAMIC TILE APPLICATION AND NOTIFY PANDA PM OF ANY ISSUES.

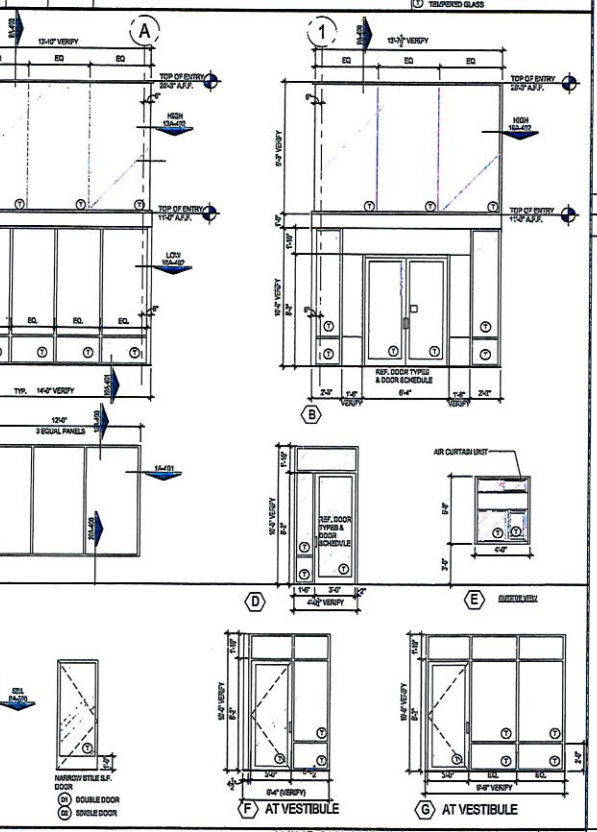
HEDULE

INSTALLED AND FURNISHED BY G.C. UNLESS NOTED OTHERWISE

T	GLASS	FRAME	REMARKS
	TEMPERED BUTT GLAZING INSULATING GLASS WITH ALUMINUM STOREFRONT (LOW)	SEE DETAIL	BUTT GLAZE GLASS THICKNESS, CHANNEL FRAMING, CONNECTIONS TO STRUCTURE SHALL BE DESIGNED AND SEALED BY REGISTERED STRUCTURAL ENGINEER EMPLOYED BY GLAZING CONTRACTOR. (WIND LOADING CRITERIA OF APPLICABLE BUILDING CODE.
		SEE DETAIL	BUTT GLAZE GLASS THICKNESS, CHANNEL FRAMING, CONNECTIONS TO STRUCTURE SHALL BE DESIGNED AND SEALED BY REGISTERED STRUCTURAL ENGINEER EMPLOYED BY GLAZING CONTRACTOR. (WIND LOADING CRITERIA OF APPLICABLE BUILDING CODE.
	1" INSULATED GLASS	ALUMINUM STOREFRONT	1" INSULATED GLAZING, IN 4.5" X 2" SY CLEAR ANODIZED ALUMINUM FRAME
	1" INSULATED GLASS	ALUMINUM STOREFRONT	1" INSULATED GLAZING, IN 4.5" X 2" SY CLEAR ANODIZED ALUMINUM FRAME
	TEMPERED GLASS	CLEAR ANOD. ALUM.	GUN-SERV, ROUGH OPENING 48" X 60" SEE ADDITIONAL NOTE # 6, CONTACT: STEVE BERT, 630-659-9337

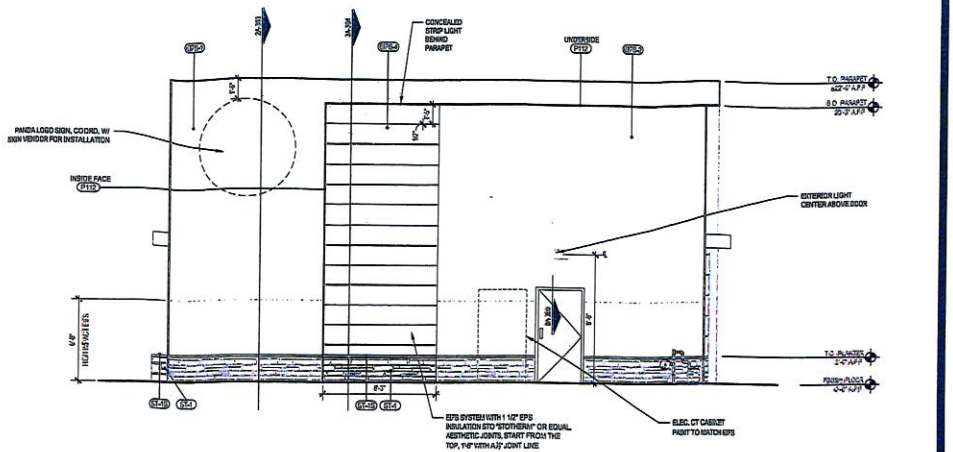
NOTES

1. INSULATING GLASS PPG SOLARBAN 60 LOW E: WINTER UHG.29 SHGC: 0.39 VIS TRANS: 69% UV ENERGY: 46%
2. DOORS: FULL GLAZED DOORS W/HP KICK BASE, BRUSHED SATIN FINISH W/HOT HINGES AND CLOSER.
3. WINDOW DIMENSIONS ARE FOR BIDDING PURPOSES ONLY. G.C. TO VERIFY ACTUAL WINDOW DIMENSIONS PRIOR TO FABRICATION/INSTALLATION.
4. GLASS FACADE AND ENTRY DOORS TO BE DESIGNED, DETAILED, FACTORY FABRICATED AND SITE ASSEMBLED AND ERECTED. MANUFACTURER: GUN-SERV, MODEL 6ST-45SSE WITH THRU-BEAM PHOTO-ELECTRIC BAR, REGIONAL APPLICATION WITH CF-20 NON HEATED AIR CURTAIN OR CHF-20 HEATED AIR CURTAIN, REFER ELECTRICAL PLAN FOR POWER REQUIREMENT.
5. WINDOW SYSTEM SHALL COMPLY WITH APPLICABLE SECTION AND CHAPTER OF BUILDING CODE.
6. (T) TEMPERED GLASS



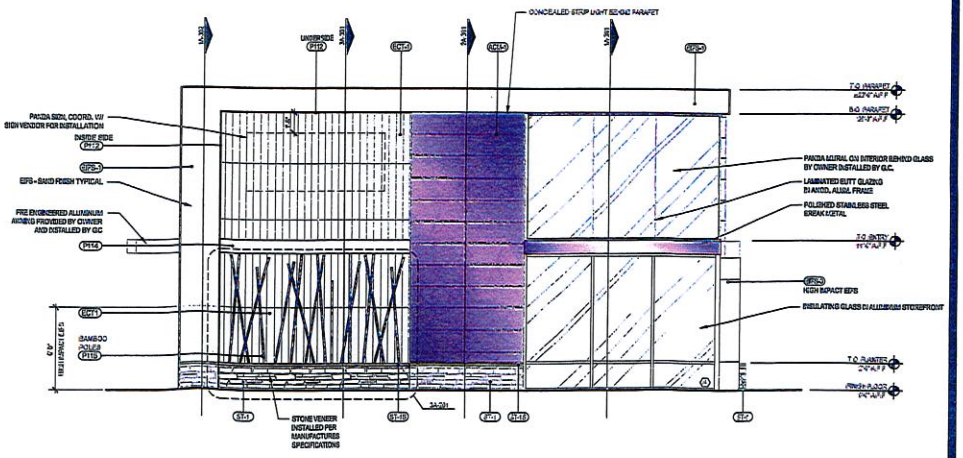
WINDOW AND DOOR ELEVATIONS 3

Scale= NTS A-200



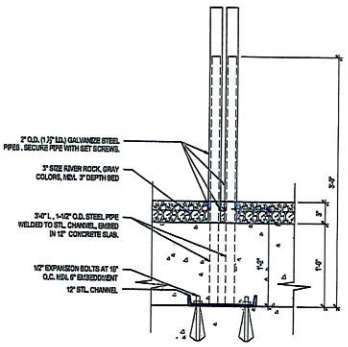
SOUTH ELEVATION 2

Scale = 1/4" = 1'-0" A-200



NORTH ELEVATION 1

Scale = 1/4" = 1'-0" A-200



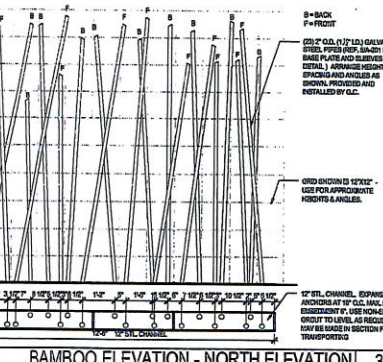
DETAIL @ BAMBOO STEEL CHANNEL | 5

Scale = 1 1/2" = 1'-0" | A-201



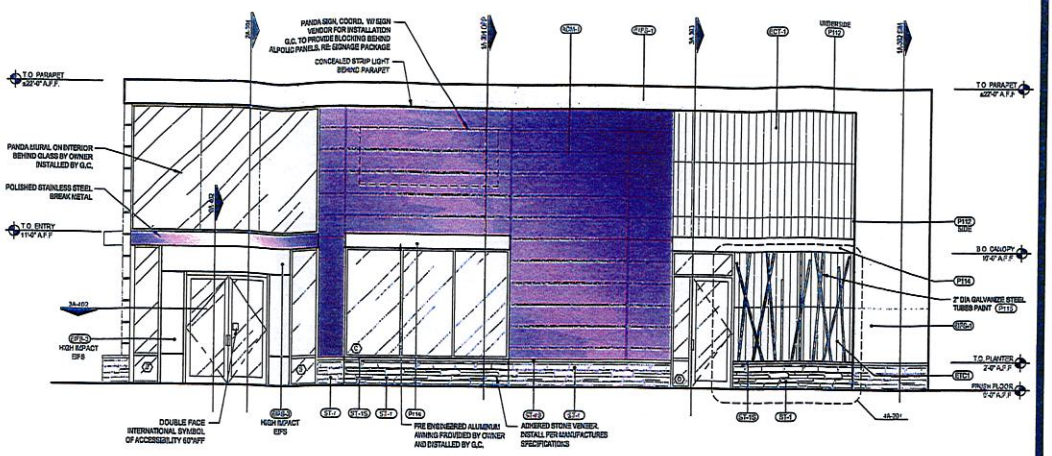
BAMBOO ELEVATION - WEST ELEVATION | 4

Scale = 1/2" = 1'-0" | A-201



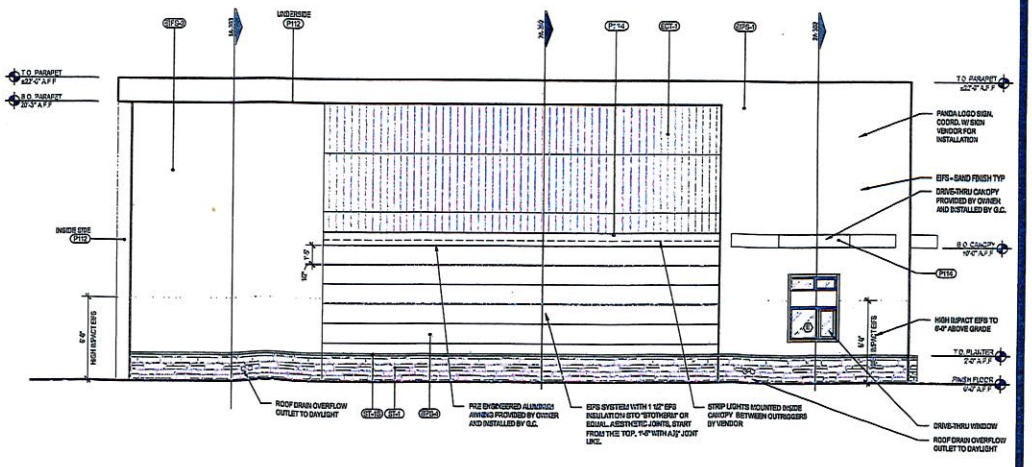
BAMBOO ELEVATION - NORTH ELEVATION | 3

Scale = 1/2" = 1'-0" | A-201



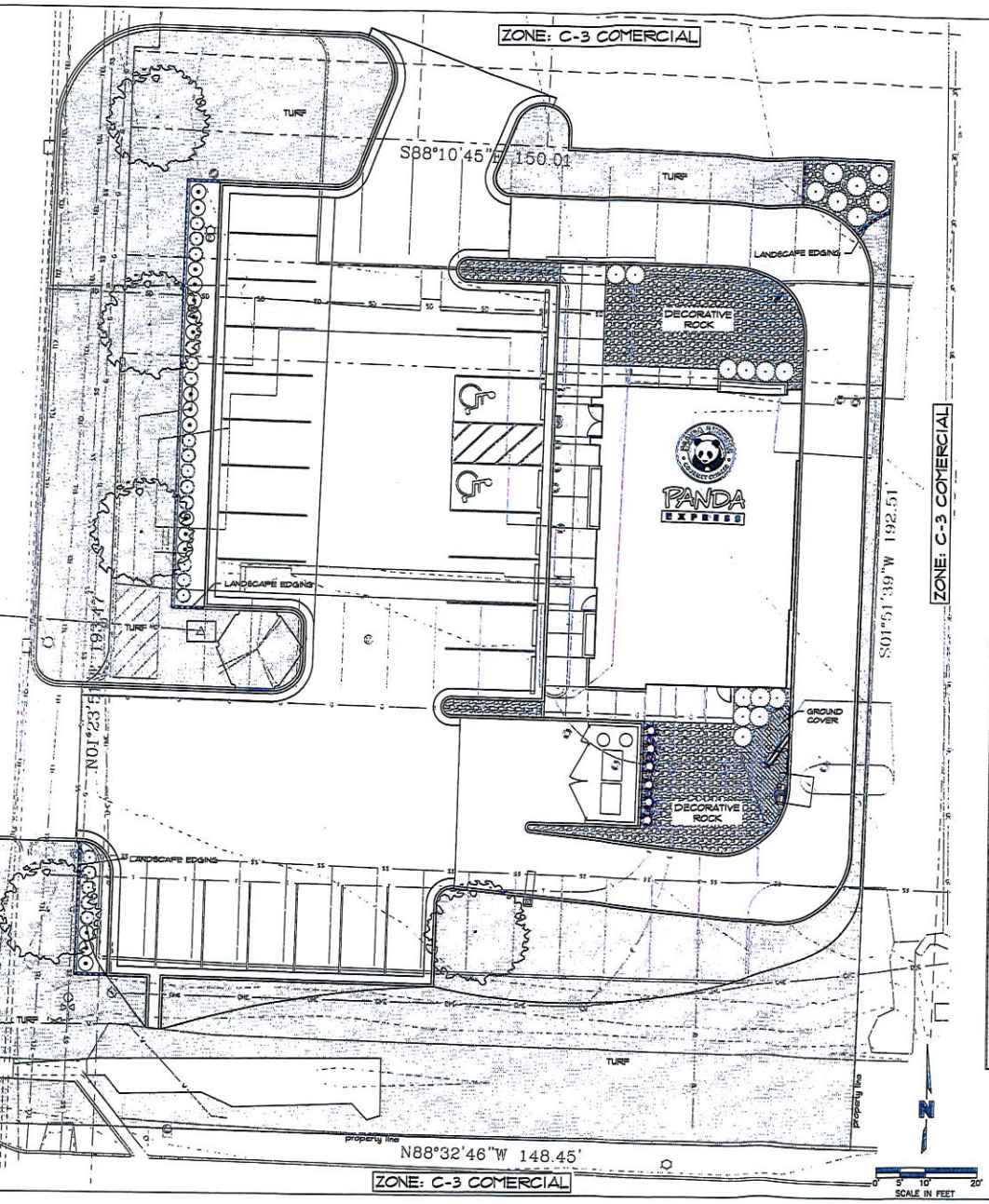
WEST ELEVATION | 2

Scale= 1/4" = 1'-0" | A-201



EAST ELEVATION | 1

Scale= 1/4" = 1'-0" | A-201



PLANT LIST

QTY.	Symbol	Common/Scientific Name	Size	Notes
SHADE TREES				
9		Green Vase Zelkova Zelkova serrata 'Green Vase'	2" Caliper	
ORNAMENTAL TREES				
1		Eastern Redbud Cercis canadensis	2" Caliper	
SHRUBS				
16		Arctic Fire Red Twig Dogwood Cornus stolonifera 'Farrow' PP.	3 Gallon	24" Minimum Ht.
19		Sea Green Juniper Juniperus x pfitzeriana 'Sea Green'	3 Gallon	24" Minimum Ht.
18		Knock Out Rose Rosa 'Radrazz'	3 Gallon	24" Minimum Ht.
6		Malonyana Arborvitae Thuja occidentalis 'Malonyana'	3 Gallon	24" Minimum Ht.
GROUNDCOVER				
		Japanese Pachysandra Pachysandra terminalis	1 Gallon	@ 24" O.C.
		Turf	Sod	
		Decorative Rock		

LANDSCAPE REQUIREMENTS

STREET FRONTAGE
REQUIRED: • 1 TREE PER 50 LINEAR FEET
• 210 LINEAR FEET OF STREET FRONTAGE
PROVIDED: • 4 STREET TREES

PARKING LOT
REQUIRED: • ALL PARKING SPACES TO BE SCREENED FROM ADJACENT USES AND RIGHT OF WAY
• 125 LINEAR FEET OF PARKING SPACE FRONTAGE
PROVIDED: • 40 SHRUBS @ 36" O.C.

REQUIRED: • 1 TREE PER 20 PARKING SPACES
PROVIDED: • 2 PARKING LOT TREES

SODDING NOTES

1. ALL DISTURBED AREAS SHALL BE SODDED WITH TURF-TYPE TALL FESCUE SOD WITH A MINIMUM OF 3 CULTIVARS.
2. ALL LAWN AREAS SHALL RECEIVE A MINIMUM 6-INCH DEPTH OF TOPSOIL COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
3. THE ENTIRE SURFACE TO BE SODDED SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
4. SOD SHALL BE MACHINE STRIPPED AT A UNIFORM SOIL THICKNESS OF APPROXIMATELY ONE INCH (PLUS OR MINUS 1/4-INCH). THE MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH, AND SHALL BE DETERMINED AT THE TIME OF CUTTING IN THE FIELD. PRECAUTIONS SHALL BE TAKEN TO PREVENT DRYING AND HEATING. SOD DAMAGED BY HEAT AND DRY CONDITIONS, AND SOD CUT MORE THAN 18 HOURS BEFORE BEING INCORPORATED INTO THE WORK SHALL NOT BE USED.
5. HANDLING OF SOD SHALL BE DONE IN A MANNER THAT WILL PREVENT TEARING, BREAKING, DRYING AND OTHER DAMAGE. PROTECT EXPOSED ROOTS FROM DEHYDRATION. DO NOT DELIVER MORE SOD THAN CAN BE LAID WITHIN 24 HOURS.
6. MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE INSTALLING SOD. FERTILIZE, HARROW OR RAKE FERTILIZER IN THE TOP 1-1/2-INCHES OF TOPSOIL AT A UNIFORM RATE OF ONE POUND OF NITROGEN PER 1,000 SF.
7. SOD SHALL BE CAREFULLY PLACED IN THE DIRECTION PARALLEL WITH THE SLOPE OF THE AREA TO BE SODDED. SOD STRIPS SHALL BE BUTTED TOGETHER BUT NOT OVERLAPPED WITH THE SEAMS STAGGERED ON EACH ROW.
8. FERTILIZER SHALL BE 20-10-5 COMMERCIAL FERTILIZER OF THE GRADE, TYPE, AND FORM SPECIFIED AND SHALL COMPLY WITH THE RULES OF THE STATE OF MISSOURI DEPT. OF AGRICULTURE. FERTILIZER SHALL BE IDENTIFIED ACCORDING TO THE PERCENT N, P, K, IN THAT ORDER.
9. ALL SOD ON SLOPES GREATER THAN 5:1 AND WITHIN DETENTION AREAS SHALL BE STAKED.
10. SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO HOURS OF PLANTING. DURING FIRST WEEK AFTER PLANTING, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF FOUR INCHES BELOW SOD.
11. CONTRACTOR SHALL PROVIDE FULL MAINTENANCE FOR SODDED TURF GRASS FOR A PERIOD OF 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, WELL-ROOTED, EVEN-COLORED, VIABLE TURF MUST BE ESTABLISHED. THE TURF GRASS SHALL BE FREE OF WEEDS, OPEN JOINTS, BARE AREAS, AND SURFACE IRREGULARITIES.

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Case 077-13: A request for a Site Plan Review for Panda Express at 1531 S. Range Line Rd. - Panda Express

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Case 077-13: 1531 South Range Line Road – A request for a Site Plan Review for Panda Express, a proposed commercial development in a C-2 PD (Central Business District – Planned Development) – Panda Express.

Mr. Harrington opened the public comment period for Case 077-13.

Mr. Jason Stucker, Klover Architects, 10955 Lowell Avenue, Suite 700, Overland Park, Kansas 66210, appeared and stated that they are the architects for the Panda Express project located on property formerly occupied by Long John Silver's.

Mr. Stucker has submitted the site plan previously for staff review, with the City staff having some preliminary concerns regarding the north access point towards Kum & Go. He believes those issues have been resolved. He has also addressed the elevation comments regarding the requirement of no EIFS to ground level and has received preliminary approval on those as well. The site plan the commissioners have at this time should be the latest version.

Mr. Harrington asked for comments in favor of this request.

Mr. Alex Phelps, construction project manager for Panda Express, stated that Panda Express is eager to be a part of the Joplin community and have worked closely with the City staff to develop a plan that will work for everyone.

Mr. Duncan asked Mr. Phelps about the ingress-egress from Range Line Road into the parking lot, and how to access the parking lot from the north. Mr. Phelps replied that the Range Line access is the existing access, with the turn lane going into another drive lane just south of Kum & Go.

Mr. Duncan asked Mr. Phelps asked if the roadway is a driveway to Range Line Road, and if Kum & Go could block that access if they want to. Mr. Phelps understood that cross-access easements are in place for that driveway, with this area being covered by easements to provide access.

Mr. Smith did not believe one access would be enough for this type of business, and Mr. Phelps replied that an additional access will be provided from Range Line Road at the south property line, which most southbound traffic will turn into. If they miss that entrance, they will proceed towards the next entrance just before Kum & Go and turn in there and come down to the south.

Mr. Cortez asked if the north access would be directly behind the existing Kum & Go, in that traffic would turn onto 15th Street like they were going to the 15th Street Wal-Mart, and drive in along the east side of Kum & Go. Mr. Phelps stated that north of Kum & Go is a traffic signal that goes into Wal-Mart. South of Kum & Go is another access drive that is covered by easements without a traffic signal.

Mr. Eastman asked if this is basically the old pad for Long John Silver's, and Mr. Phelps replied that is correct.

Mr. Duncan asked if this roadway is a public access road, and Mr. Wright replied it is a private access easement for which the property owner has an agreement with Wal-Mart that allows the access to extend all the way to the Wal-Mart parking lot.

Mr. Smith asked about turning at the traffic signal and driving around the Kum & Go. Mr. Wright replied that southbound traffic on Range Line Road must turn left at 15th Street and go behind Kum & Go and loop back around to Panda Express.

Mr. Ramsour asked if there is room for a business between Kum & Go and Panda Express, and Mr. Wright replied no. He stated that this will be an access drive.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 077-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THE SITE PLANS AS PRESENTED IN CASE 077-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).