INFORMAL AGENDA

May 19, 2014

5:15 p.m.

1. Boards/Commissions: Appointments & Reappointments
2. Any other business

COUNCIL AGENDA

May 19, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1. Minutes of the May 5, 2014 Council Meeting

2. Minutes of the Special Council Meeting May 12, 2014

3. COUNCIL BILL NO. 2014-259 - AN ORDINANCE providing for the vacation of a 50-foot wide public street right-of-way platted as E Street, located between 420 and 610 North Schifferdecker Avenue, in the City of Joplin, Jasper County, Missouri.

9. Resolutions

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 – 137 - AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 820 Grand. in the City of Joplin, Missouri, for the amount of Two Thousand and 00/100 Dollar ($2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

2. COUNCIL BILL NO. 2014 – 138 - AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 408 W. 2ND ST. & 204 S. Pearl. in the City of Joplin, Missouri, for the amount of Five Thousand Five Hundred and 00/100 Dollar ($5,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3. COUNCIL BILL NO. 2014-139 - AN ORDINANCE approving the purchase of right of way from property at 20th and Arizona Avenue, consisting of part of Lot Numbered Thirty-Two (32) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twenty Thousand Nine Hundred Thirty and 00/100 dollars ($20,930.00) and containing an emergency clause.

4. COUNCIL BILL NO. 2014-140 - AN ORDINANCE approving the purchase of right of way from property at 20th and Highview Avenue, consisting of part of Lot Numbered One (1) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twenty Thousand Nine Hundred Thirty and 00/100 dollars ($20,930.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2014-405 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Housing Authority in the amount not to exceed Two Hundred Ninety Thousand Dollars ($290,000.00) to provide tenant-based rental assistance through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the Interim City Manager to execute said Agreement for the City, and containing an emergency clause.

6. COUNCIL BILL NO. 2014-406 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Housing Authority in the amount not to exceed Two Hundred Ten Thousand Dollars ($210,000.00) to provide for the repair to Housing Authority site improvements through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the Interim City Manager to execute said Agreement for the City, and containing an emergency clause.

7. COUNCIL BILL NO.2014-606 - AN ORDINANCE authorizing the purchase of replacement public safety mobile data laptops with mounting units; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Appointments/Reappointments to Boards and Commissions

2. Announcements from the Public Information Officer –

Notice posted at 4:30p.m. on this the 15th day of May, 2014. (RSMo 610.020)

INFORMAL NOTES

May 5, 2014

Council Appointments	Mayor Seibert made the following Council appointments: Joplin Sports Authority, Miranda Lewis; Parks and Recreation, Ryan Stanley; Nature Center, Dr. Rosenberg; Harry S. Truman, Gary Shaw; Melodee Colbert-Kean; Joplin Museum Governing Board, Mike Woolston; University of Missouri Extension, Mike Woolston; Solid Waste, Bill Scearce; Joplin Redevelopment Corp., Morris Glaze; Police and Fire Board and Chamber Board, Mayor Seibert.
Annual Audit Presentation	David Cochran, Brian Holst, Cochran, Head Vick & Co, presented the Annual for the City of Joplin. Mr. Cochran stated the City did comply in all material respects with finance-related laws and regulations. Mr. Cochran commented the addition of the consolidation of the Village of Silver Creek and the City elected to early implementation of GASB Statement No. 69. Leslie Haase reported on the JSA funding and the P&F funding.
Annual TIF Presentation	Leslie Haase, Finance Director updated Council on the new JRC Project starting up and stated the 1717 Market Place had certified all costs and should pay off the 7.4 million in seven years. Leslie also said that TIF is performing well. Additionally, North Park Crossing is doing well and should pay off in eight years. Heather Martin, Manager for the Developer will be replacing Jeff Ungerer for the reports to Council.
Any other business	Brian Kelly was introduced as the new Assistant to the City Manager.

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES May 5, 2014

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael L. Seibert.

ROLL CALL – Motion by Mr. Scearce, Second by Mr. Stanley to excuse Dr. Rosenberg and Ms. Colbert-Kean. Motion carried 7-0-2

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – Council Member Mr. Woolston

PRESENTATIONS - Proclamation for National Kids to Park Day – Paul Bloomberg – Mayor Seibert presented the Proclamation for National Kids to Park Day to Paul Bloomberg.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Tom Walters, 508 S. Sergeant, addressed Council regarding the time frame, funding and location and design of the new Joplin skate park. Mr. Walters asked the design of a skate park be from pods to a skate park and be in more of a centralized location of the city. The Interim City Manager said this year Schifferdecker was a big project and as money gets built back up the city will look at this and see about placing in next year's budget. He also said it will be a priority project for the Parks Director.

Motion by Mr. Glaze, Second by Mr. Woolston, to allow an additional request to address council. Motion carried. 7-2, absent.

Amber Duncan, 1202 Northport Dr. Joplin, Mo requests to address Council regarding recycling. Ms. Duncan stated even though the recycling issued failed in the city of Joplin they would continue to educate the community and to get more people involved in recycling. She said they would ask the Council to add additional funds to next year's budget for the recycling center.

PUBLIC HEARINGS

Public Hearings Procedures read by City Clerk Barbara Hogelin

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

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2014-259

Mayor Michael Seibert opened the Public Hearing

Jim Willard, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2014-259. Motion by Mr. Woolston, Second by Mr. Glaze to Place Council Bill 2014-259 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Bill was read as being COUNCIL BILL NO. 2014-256

AN ORDINANCE providing for the vacation of a 50-foot wide public street right-of-way platted as E Street, located between 420 and 610 North Schifferdecker Avenue, in the City of Joplin, Jasper County, Missouri.

CONSENT AGENDA - Motion by Mr. Woolston, Second by Mr. Glaze, to Approve the Consent Agenda. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

Minutes of the April 21, 2014 Council Meeting

Minutes of the April 21, Special Council Meeting.

RESOLUTIONS

Mr. Glaze introduced Resolution No. 2014-009. Motion by Mr. Glaze, Second by Mr. Shaw, to Approve Resolution No.2014-009. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Resolution was read as being RESOLUTION NO. 2014-009.

A RESOLUTION stating the intent of the City of Joplin, Missouri, to seek funding through the Hazard Mitigation Grant Program; authorizing the Mayor to pursue activities in an attempt to secure funding; designating City Manager as Project Manager.

Mr. Woolston introduced Resolution No. 2014-011. Motion by Mr. Woolston, Second by Mr. Scearce, to Approve Resolution No.2014-011. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Resolution was read as being RESOLUTION NO. 2014-011.

A RESOLUTION recognizing Larry Kohler upon his retirement from active service as a Laborer I within the City of Joplin, Public Works Department.

Mr. Stanley introduced Resolution No. 2014-012. Motion by Mr. Stanley, Second by Mr. Shaw, to Approve Resolution No.2014-012. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Resolution was read as being RESOLUTION NO. 2014-012.

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2014; and authorizing the Interim City Manager to execute said Plan for and on behalf of the City of Joplin.

ORDINANCES-EMERGENCIES

Mr. Glaze introduced Council Bill No. 2014-013. Motion by Mr. Glaze, Second by Ms. Lewis, to Adopt Council Bill No. 2014-013. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-066

COUNCIL BILL NO. 2014-013 - AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and Commissioners' Fees in the case styled City of Joplin, Missouri v. Randal A. Kraft and Shelly A. Kraft, et al, Case No. 14AO-CC00088, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522, to complete the acquisition of right-of-way across property located at 2001 Wisconsin, in Joplin, Jasper County, Missouri; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-014. Motion by Mr. Glaze, Second by Mr. Woolston, to Adopt Council Bill No. 2014-014. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-067

AN ORDINANCE submitting to the electors of the City of Joplin, at a Special Election on Tuesday, August 5, 2014, the question of whether the City shall extend a Capital Improvements Sales Tax of three-eighths (3/8ths) of one percent (1%) for a period of ten (10) years for the purpose

of funding capital improvements, prescribing a form of Ballot thereof, and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-015. Motion by Mr. Woolston, Second by Mr. Shaw to Adopt Council Bill No. 2014-015. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-068

AN ORDINANCE terminating a Lease Agreement by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the lease of the land and improvements of the Joe Becker Stadium pursuant to the terms thereof, and, approving a new lease between the City of Joplin and PRO BASEBALL MANAGEMENT, LLC, dealing generally with the lease of the Joe Becker Stadium, to accommodate the location of a professional baseball team; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-016. Motion by Mr. Shaw, Second by Mr. Scearce, to Adopt Council Bill No. 2014-016. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-069

AN ORDINANCE approving an Agreement between the City of Joplin and The Mercer Group, Inc., to provide services related to the search for a new city manager; authorizing the Interim City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-017. Motion by Mr. Woolston, Second by Ms. Lewis, to Adopt Council Bill No. 2014-017. Voting in favor were Council Members: Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 6. Nays: 0. Absent: 2. Abstention: 1, Glaze. Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-070

AN ORDINANCE amending Section 26-36. Powers and Duties of the Code of Ordinances of the City of Joplin, Missouri; and, containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-122. Motion by Mr. Shaw, Second by Mr. Stanley, to Adopt Council Bill No. 2014-122. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-071

AN ORDINANCE approving the Voluntary Buyout Policy from the State Emergency Management Agency for the acquisition of specific flood prone properties in the City of Joplin; authorizing the acceptance of a Grant from FEMA; and, containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-133. Motion by Mr. Shaw, Second by Mr. Glaze, to Adopt Council Bill No. 2014-133. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-072

AN ORDINANCE approving the purchase of right of way from property at 1101 E. 20th Street, consisting of all of Lots Numbered One Hundred Eighty-Four (184), One Hundred Eighty-Five (185) and One Hundred Eighty-Six (186) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Eighty Thousand and 00/100 dollars ($80,000.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-134. Motion by Mr. Glaze, Second by Mr. Stanley, to Adopt Council Bill No. 2014-134. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-073

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates of an amendment to a Consultant Agreement. The amendment is not to exceed amount of One Hundred Fourteen Thousand Three Hundred Eighty Six and no/100 ($114,386.00) for land & easement acquisition services and construction phase services for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave. and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-135. Motion by Mr. Stanley, Second by Mr. Shaw to Adopt Council Bill No. 2014-135. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-074

AN ORDINANCE approving by and between the City of Joplin and Anderson Engineering Inc. an Agreement for design services for the New Culvert System near 26th & Michigan Ave., not to exceed Nine Thousand Two Hundred Dollars and No/100 Dollars ($9,200.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-136. Motion by Mr. Glaze, Second by Mr. Scearce, to Adopt Council Bill No. 2014-136. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-075

AN ORDINANCE approving an agreement by and between the City of Joplin and Allgeier Martin & Associates to provide professional services for the surveying and civil engineering services, not to exceed Fifty Two Thousand Five Hundred and No/100 Dollars ($52,500.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Motion by Mr. Glaze, Second by Mr. Woolston, to add Resolution No. 2014-010 to the Agenda. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg.

RESOLUTION NO. 2014-010 - A RESOLUTION recognizing City Attorney Brian W. Head for his many years of dedicated service and valuable contributions as the Attorney for the City of Joplin, Missouri.

Motion by Mr. Glaze, Second by Mr. Woolston, to Approve Resolution No. 2014-010. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2, Colbert-Kean, Rosenberg. Mayor Seibert recognized City Attorney Brian Head with a Resolution and a service plaque for his many years of dedicated service to the City of Joplin.

Brian said he was truly honored to have been our City Attorney. He said if we don't leave we don't grow. And I think the time has come. I do appreciate so much everything you all have done.

PIO Announcements:

Joplin Demize Soccer Team will play an Exhibition game at the Hershewe Complex, Saturday May 10 at 7:30 pm. Their first home game will be May 16, 2014.

Kids Day at McClelland Park – May 17, 2014 Park & Recreation is hosting an A-Z Scavenger Hunt – Lunch will be served.

Drury University will be dedicating the Overlook - Butterfly Garden in Cunningham Park on May 22, 2014 at 5:30.

Mr. Glaze mentioned the Parks department has installed a new LED Informational/Events Sign at 7th & Schifferdecker.

Fire Chief Mitch Randles reported a huge response to the fund raiser lunch held Friday for Scott Crandall's son who was recently diagnosed with cancer. They served 2500 and had 700 carry outs and took in $21,000 and more donations are still coming in.

Mayor Seibert and Rob O'Brian met with the Mayor Randy Treece of Baxter Springs. Mayor Seibert said he visited with the City Attorney, City Manager and the Finance Director and will reach out to our neighbors and offer our help to them so they don't have to reinvent the wheel over there. Whether it's the financial phase or some of their issues that they are going to be dealing with as those on staff know all too well. There were a lot of issues we were having to deal with

and deal with them quickly. And if we can pass them forward whether it's a legal document, we are going as a staff, to continue to reach out to our neighbor. I knew they appreciate what we've done and we've been over there since almost the first hour giving assistance. But just want everyone here to know we are going to make sure we continue to give that assistance and encourage everyone to rally and give their support and assistance and volunteer to Baxter Springs and the Quapaw area. They will need our help. They will need our volunteers. They will need our financial help as well.

Mr. Shaw – Dan Ross – Executive Director of MML and a friend of mine sent me an email today letting me know the United States Supreme Court has uphold our right to have prayer.

Mr. Stanley – mentioned the mural at 8th & Main and said the Connect2Culture.com was a great resource.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2013, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Woolston, Second by Mr. Glaze, to go into closed session. Voting in favor were Council Members: Glaze, Lewis, Seibert, Shaw, Stanley and Woolston. 6. Nays: 1, Scearce. Absent: 2, Colbert-Kean, Rosenberg.

There being no further business the meeting adjourned at 7:43p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

May 12, 2014

CALL TO ORDER
The Special Meeting for the Joplin City Council was called to order at 5:45 p.m. by Mayor Michael L. Seibert.

READING OF THE SPECIAL CALL
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:45 pm on Monday, May 12, 2014, in the 5th Floor Informal room,
602 S. Main Street, for the purpose to provide an update on Wallace-Bajjali projects, discussion of the Northpark Mall Community Improvement District (CID) and to conduct a closed session relating to litigation and real estate.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 8. Absent: 1, Bill Scearce.

Update on Wallace-Bajjali projects – David Wallace of Wallace Bajjali introduced Raymond Braswell, Chief Development Officer with WB. Mr. Braswell stated in 18 months WB and city staff have done all the work. He feels to rebuild the spirit of partnership is what is happening.

Discussion of the Northpark Mall Community Improvement District (CID) – Leslie Haase, Finance Director for the City of Joplin along with CBL staff briefed Council on the Community Improvement District (CID) and the improvements to the Northpark mall property. This would encompass lighting upgrades to the parking lot, landscaping, improvements and upgrades to outsides lighting, and the mall portion of trail from MSSU. The Council consented to move forward on this. Motion by Mr. Stanley, Second by Mr. Shaw to move forward on this. The motion carried, 8-0-1.

Update on the EDA Economic Resiliency Report – Tony Robyn stated the EDA grant funding includes the creation of an Economic Resiliency Report that includes pre-disaster economic and community conditions community response during and in immediate days, and the post economic recovery condition to date. A draft of the report will be brought back to council for review and feedback in June.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013, and leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.
Roll call vote to go into closed session. Voting in favor were Council Members: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston. 8. Absent: 1, Bill Scearce.

Meeting was adjourned at 6:44 pm.

Respectfully submitted,
Barbara L Hogelin
Barbara L. Hogelin, MM /MPCC City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014

Item: COUNCIL BILL NO. 2014-259
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly Date: 4/18/14
City Attorney: Brian Head Date: 4/22/14
Interim City Manager: Samuel L. Anselm Date: 4/21/14
Board or Commission: Planning and Zoning Commission Date: 4/14/2014

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

SUMMARY/REQUEST:
Case 016-14: Between 420 and 610 North Schifferdecker Avenue – A request for the vacation of a 50 foot wide public street right-of-way platted as E Street – 5 Star Charters.

STAFF SUMMARY:
The property owner owns both sides of the platted street and wishes to vacate the street easement to better maintain and combine the two properties. The utility easement will remain. The street easement, platted in 1949, has never been developed with a public street. Vacating the street easement will not impact any other properties.

Staff recommends approval of Case 016-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jim Willard appeared representing 5 Star Charters to request the vacation of E Street. He owns the property on both sides of the street right-of-way and is continuing to clean up the property.

PUBLIC COMMENT:
None.

Z&P Meeting: April 14, 2014
City Council Meeting: May 5, 2014

STAFF PLANNING REPORT
Vacation

CASE 016-14:

A request for the vacation of a 50 foot wide public street right-of-way platted as E Street between the west right-of-way line of Schifferdecker Avenue to the east right-of-way of Washington Avenue.

APPLICANT: 5 Star Charters

REPRESENTATIVE: N/A

LOCATION: Between 420 and 610 N. Schifferdecker Avenue

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Street right-of-way	50' x 261' (approx.)

REASON FOR VACATION:

The property owner owns both sides of the platted street and wishes to vacate the street easement to better maintain and combine the two properties. The utility easement will remain.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The property owner owns both sides of the platted street and wishes to vacate the street easement to better maintain and combine the two properties. The utility easement will remain. The street easement, platted in 1949, has never been developed with a public street. Vacating the street easement will not impact any other properties.

Staff recommends approval of Case 016-14.

ENCLOSURES: None

RECEIVED
2-28-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 016-14
Filing Fee: $ 350.00
Date Advertised: 3-30-14
Date Notices Sent N/A
Public Hearing Date: 4-14-14

I. Applicant Name: 5 STAR CHARTERS Phone: (417) 781-9222

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

Address: 610 N. SCHIFFERDECKER Zip: JOPLIN, MO 64801

II. Type of vacation requested (check one):

Street Vacation ☒

Alley Vacation ☐

Utility vacation ☐

Other (Please specify)_____

III. Legal Description of area requested to be vacated: 50' EASEMENT FOR "E" STREET BETWEEN SCHIFFERDECKER AND WASHINGTON.

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

1. Private rights will not be injured or endangered by the vacation. NO
   APPLICANT OWNS PROPERTY ON BOTH SIDES OF STREET IN QUESTION. NEVER HAS BEEN ANY USE OF A STREET.
2. The vacation will not cause the public to suffer a loss or inconvenience. NO
   NEVER ANY TYPE OF USE BY PUBLIC & ROAD EASEMENT DOES NOT PROVIDE INGRESS TO ANY OTHER USABLE STREET.
3. In justice to the applicant(s) the vacation should be granted. YES
   IN PAST LAND HAS NOT BEEN MAINTAINED BETWEEN PROPERTIES AND APPLICANT WANTS TO BE ABLE TO KEEP CLEAN AND MOWED & PUT HIS ADJOINING LOTS TOGETHER

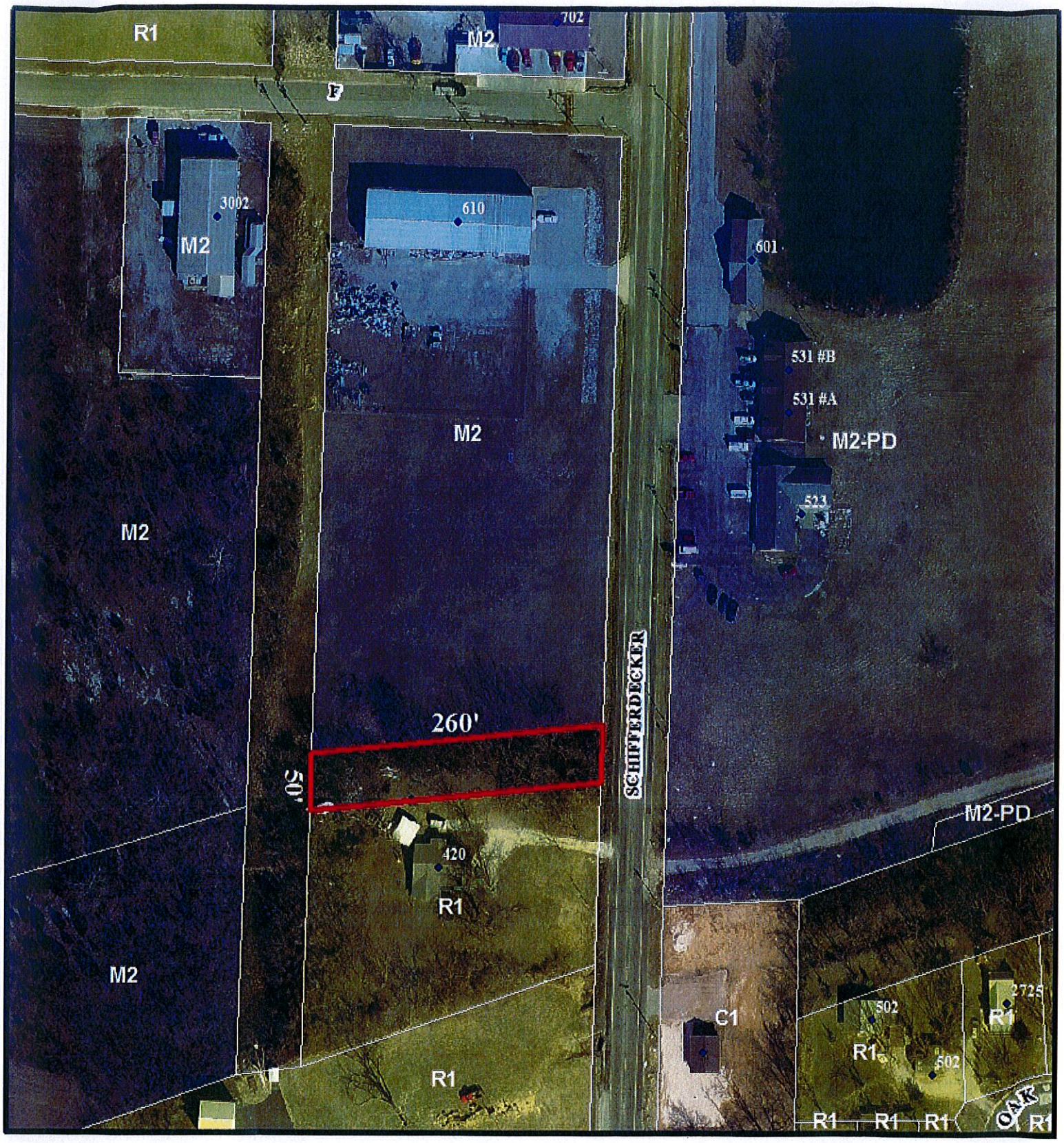
V. Required Attachments:

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

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

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

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



0 105 210 420 630 840 Feet

Case 016-14: A request to vacate a 50 foot wide platted street right-of-way ("E Street") between 420 and 610 N. Schifferdecker Avenue. - 5 Star Charters

N

Case 016-14: Between 420 and 610 North Schifferdecker Avenue – A request for the vacation of a 50 foot wide public street right-of-way platted as E Street – 5 Star Charters.

Mr. Harrington opened the public hearing for Case 016-14.

Mr. Jim Willard, 610 North Schifferdecker Avenue, Joplin, appeared representing 5 Star Charters to request the vacation of E Street. He owns the property on both sides of the street right-of-way and is continuing to clean up the property.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 016-14.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 016-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 016-14
5 Star Charters
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-259 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 50-foot wide public street right-of-way platted as E Street, located between 420 and 610 North Schifferdecker Avenue, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 50-foot wide public street right-of-way platted as E Street, located between 420 and 610 North Schifferdecker Avenue, in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

The portion of E Street extending from the west right-of-way line of Schifferdecker Avenue to the east right-of-way line of Washington Avenue.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 19, 2014

Item: COUNCIL BILL NO. 2014-137
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 137
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 5/1
Planning and Community Development Manager: Troy Bolander TB Date: 5-1-14
Department Head: Nick Heatherly Date: 5/5/14
Finance Department: Leslie Haase LH Date: 5-6-14
City Attorney: Brian Head Date: 5-6-14
Interim City Manager: Samuel L. Anselm Date: 5/6/14

Recommended Action: Approval of Contract with Gator Demolition to remove the structures and any remaining debris including foundation and footings located at 820 Grand.

Summary: The above listed address was "tagged" as a dangerous building on January 15, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 18, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on April 23, 2014. At that time bids were received as follows:

Big Johns	$ 2,900.00
Gator Demolition	$ 2,000.00
B & D Yard builders	$ 3,800.00

Staff recommends that the demolition contract be awarded to Gator Demolition.

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

COUNCIL BILL NO. 2014 – 137 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 820 Grand. in the City of Joplin, Missouri, for the amount of Two Thousand and 00/100 Dollar ($2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Two Thousand and 00/100 Dollars ($2,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 820 Grand.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 820 Grand. and legally described as:

ALL OF THE NORTH 25 FEET OF LOT NUMBERED FIFTY-TWO (52) IN CONKLIN'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

_____, 2014, by a _____ vote.

_____
Michael L. Seibert - Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

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


COUNCIL BILL 2014-137
820 GRAND







CLOSING DATE:	23-Apr-2014	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	820 S. Grand Ave.

COMPANY	BIDS
BJHE	$2,900.00
B & D Yardbuilders	$3,800.00
Jordan Disposal/Gator	$2,000.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 19, 2014

Item: COUNCIL BILL NO. 2014-138
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 138
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 5/1
Planning and Community Development Manager: Troy Bolander T.D Date: 5-1-14
Department Head: Nick Heatherly Date: 5/5/14
Finance Department: Leslie Haase Date: 5-6-14
City Attorney: Brian Head Date: 5-6-14
Interim City Manager: Samuel L. Anselm Date: 5/6/14

Recommended Action: Approval of Contract with Gator Demolition to remove the structures and any remaining debris including foundation and footings located at 408 W. 2ND ST. & 204 S. Pearl.

Summary: The above listed addresses were "tagged" as dangerous buildings on January 16, 2014. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 18, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on April 23, 2014. At that time bids were received as follows:

Big Johns	$ 9,800.00
Gator Demolition	$ 5,500.00
B & D Yard builders	$ 9,400.00

Staff recommends that the demolition contract be awarded to Gator Demolition.

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

COUNCIL BILL NO. 2014 – 138 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 408 W. 2ND ST. & 204 S. Pearl. in the City of Joplin, Missouri, for the amount of Five Thousand Five Hundred and 00/100 Dollar ($5,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Five Thousand Five Hundred and 00/100 Dollars ($5,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 408 W. 2ND ST. & 204 S. Pearl.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 408 W. 2ND ST. & 204 S. Pearl. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED FORTY- NINE (149) EXCEPT THE SOUTH 4 FEET THEROF, IN THE TOWN OF MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

_____, 2014, by a _____ vote.

ATTEST: _____
Michael L. Seibert - Mayor

_____
Barbara Hogelin – City Clerk

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


Council bill 2014-138
408 W. 2ND ST.




204 S. PEARL



CLOSING DATE:	23-Apr-2014	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	408 W.2nd/204 S. Pearl Ave.

COMPANY	BIDS
BJHE	$9,800.00
B & D Yardbuilders	$9,400.00
Jordan Disposal/Gator	$5,500.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 19, 2014
Council Bill No. 2014-139

Item: Purchase of Property for the 20th Street Transit Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2014-139

Engineering Department: Dave Hunt DWH	Date: 5-12-14
Department Head: Nicholas A. Heatherly	Date: 5/12/14
Interim City Attorney: Peter C. Edwards	Date: 5/12/14
Interim City Manager: Samuel L. Anselm	Date: 5/13/14
Finance Department: Leslie Haase	Date: 5-13-14

Recommended Action: Purchase of Right of Way from EDBTZ, LLC. at 20th and Arizona Avenue.

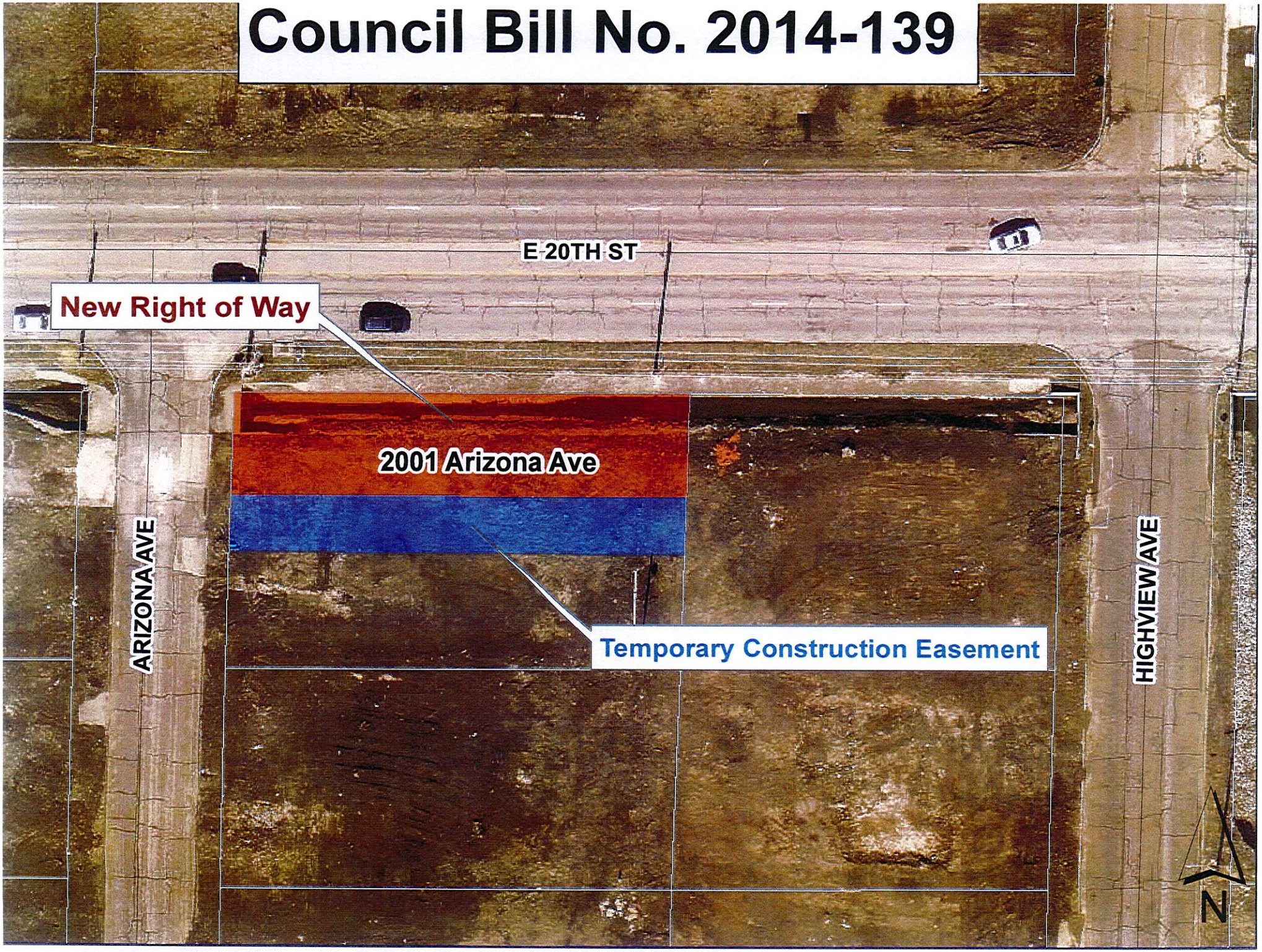
Background: The 20th Street Transit Project, including Pedestrian and Bicycle upgrades, is part of the TIGER Grant TDG-3200(718) project 5. It consists of a total of 3,000 feet (1,500 feet each side of the road) of concrete walkway and 10 foot wide trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard. The purchase of right of way is necessary for the construction of this project.

Funding for the construction of this project is part of the Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration and the City of Joplin's 2004 Capital Improvement Sales Tax.

Discussion: Staff has reached an agreement with the property owner for $20,930.00. This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of, Twenty Thousand Nine Hundred Thirty Dollars ($20,930.00) for the purchase of the described right of way at 20th Arizona Avenue.

Council Bill No. 2014-139



COUNCIL BILL NO. 2014-139 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way from property at 20th and Arizona Avenue, consisting of part of Lot Numbered Thirty-Two (32) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twenty Thousand Nine Hundred Thirty and 00/100 dollars ($20,930.00) and containing an emergency clause.

WHEREAS, EDBTZ, LLC. is the legal owner of property at 20th and Arizona Avenue, consisting of part of Lot Numbered Thirty-Two (32) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, the Council of the City of Joplin approved in the 2013-2014 budget funds for the purchase of right of way for the 20th Street Transit Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 20th and Arizona Avenue, consisting of:

New Right of Way:

ALL OF THE NORTH 34.00 FEET OF LOT NUMBERED THIRTY-TWO (32) IN KINDRED'S REPLAT OF PART OF KINDRED'S SUB-DIVISION AND PART OF KINDRED'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.
CONTAINING 4600 SQUARE FEET MORE OR LESS.

Temporary Construction Easement:

ALL OF THE SOUTH 20.00 FEET OF THE NORTH 54.00 FEET OF LOT NUMBERED THIRTY-TWO (32) IN KINDRED'S REPLAT OF PART OF KINDRED'S SUB-DIVISION AND PART OF KINDRED'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 2700 SQUARE FEET MORE OR LESS.

Section 2. That the City of Joplin authorize placing $20,930.00, in escrow for the purchase of right of way at 20th and Arizona Avenue. Payment will be made from account #145-4565-520-8105 Project TG0524.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2014-139 ORDINANCE NO.

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

_____, 2014 by a vote of _____.

_____
Michael L. Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 19, 2014
Council Bill No. 2014-140

Item: Purchase of Property for the 20th Street Transit Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2014-140

Engineering Department: Dave Hunt DWH	Date: 5-12-14
Department Head: Nicholas A. Heatherly	Date: 5/12/14
Interim City Attorney: Peter C. Edwards	Date: 5/12/14
Interim City Manager: Samuel L. Anselm	Date: 5/13/14
Finance Department: Leslie Haase	Date: 5-13-14

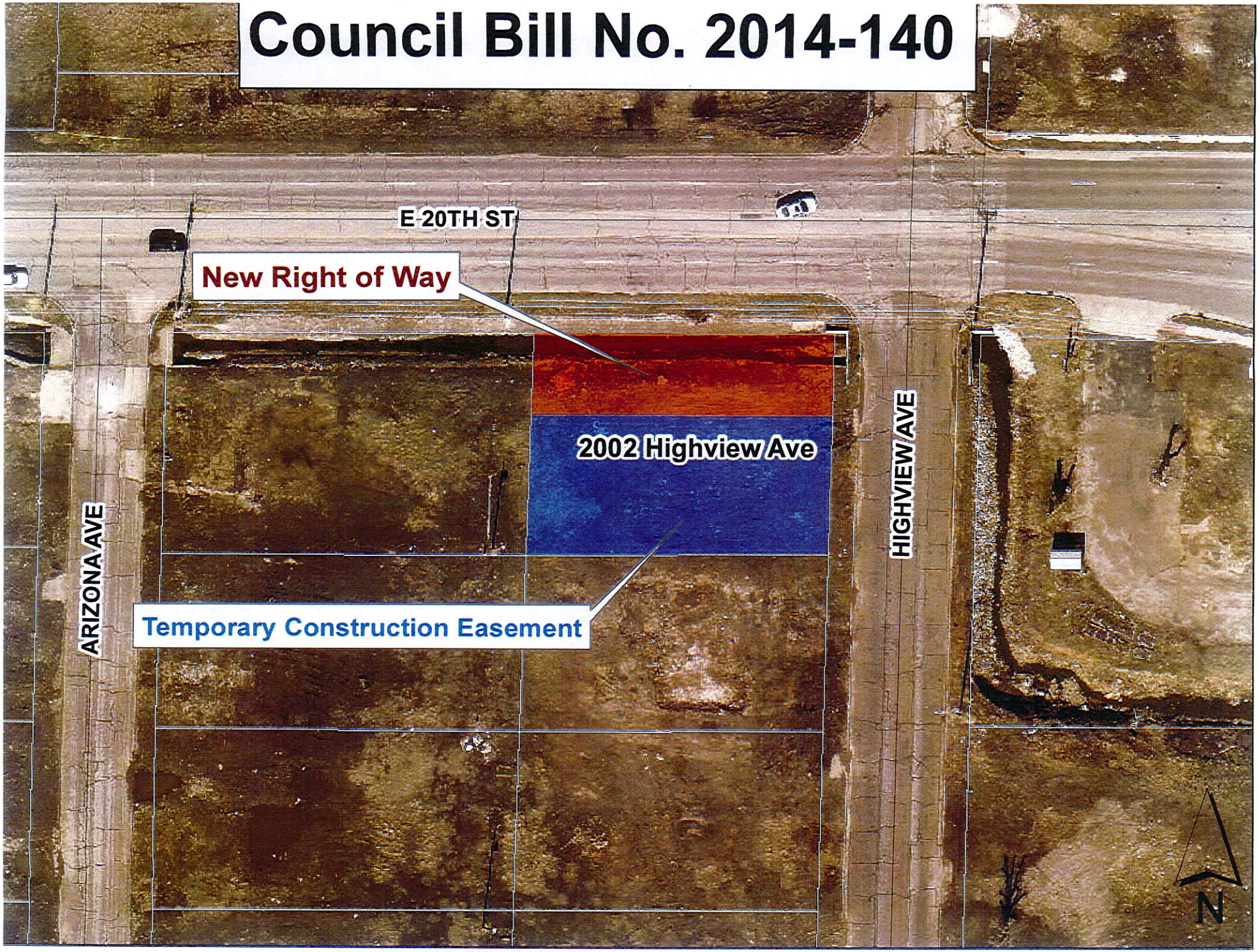
Recommended Action: Purchase of Right of Way from BAYT, LLC. at 20th and Highview Avenue.

Background: The 20th Street Transit Project, including Pedestrian and Bicycle upgrades, is part of the TIGER Grant TDG-3200(718) project 5. It consists of a total of 3,000 feet (1,500 feet each side of the road) of concrete walkway and 10 foot wide trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard. The purchase of right of way is necessary for the construction of this project.

Funding for the construction of this project is part of the Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration and the City of Joplin's 2004 Capital Improvement Sales Tax.

Discussion: Staff has reached an agreement with the property owner for $20,930.00. This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of, Twenty Thousand Nine Hundred Thirty Dollars ($20,930.00) for the purchase of the described right of way at 20th Highview Avenue.


Council Bill No. 2014-140
E 20TH ST
New Right of Way
2002 Highview Ave
ARIZONA AVE
HIGHVIEW AVE
Temporary Construction Easement
N

COUNCIL BILL NO. 2014-140 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way from property at 20th and Highview Avenue, consisting of part of Lot Numbered One (1) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twenty Thousand Nine Hundred Thirty and 00/100 dollars ($20,930.00) and containing an emergency clause.

WHEREAS, BAYT, LLC. is the legal owner of property at 20th and Highview Avenue, consisting of part of Lot Numbered One (1) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, the Council of the City of Joplin approved in the 2013-2014 budget funds for the purchase of right of way for the 20th Street Transit Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 20th and Highview Avenue, consisting of:

New Right of Way

ALL OF THE NORTH 34.00 FEET OF LOT NUMBERED ONE (1) IN KINDRED'S REPLAT, BEING A PART OF KINDRED'S SUB-DIVISION AND PART OF KINDRED'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 4600 SQUARE FEET MORE OR LESS.

Temporary Construction Easement

ALL OF LOT NUMBERED ONE (1) EXCEPT THE NORTH THIRTY-FOUR (34) FEET THEREOF IN KINDRED'S REPLAT, BEING A PART OF KINDRED'S SUB-DIVISION AND PART OF KINDRED'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 5800 SQUARE FEET MORE OR LESS. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT

Section 2. That the City of Joplin authorize placing $20,930.00, in escrow for the purchase of right of way at 20th and Highview Avenue. Payment will be made from account #145-4565-520-8105 Project TG0524.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2014-140 ORDINANCE NO.

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

_____, 2014 by a vote of _____.

_____
Michael L. Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 19, 2014

Item: Recipient Agreement with the Joplin Housing Authority for the Provision of Tenant-Based Rental Assistance through CDBG-DR
Originating Department: Planning & Community Development

Attachments: 1) Agreement
2) Council Bill No. 2014-405

Department Head: Nick Heatherly NH Date: 5/8/14
Planning & Community Development Director: Troy Bolander T.B. Date: 5-8-14
Finance Department: Leslie Haase LH Date: 5-12-14
Interim City Attorney: Peter C. Edwards PE Date: 5/12/14
Interim City Manager: Samuel L. Anselm Date: 5/9/14

Recommended Action: Approval of Council Bill No. 2014-405

DISCUSSION:

The following Council Bill is an agreement between the City of Joplin and the Joplin Housing Authority to augment the Section 8 Housing Voucher with the City's Community Development Block Grant – Disaster Recovery Funds. On April 7th, the City Council approved an amendment to the Action Plan for programs related to the initial $45 Million award from the Department of Housing and Urban Development (HUD).

The Joplin Housing Authority provides financial assistance to low income households for replacement housing to displaced residents through tenant-based rental assistance as part of the Section 8 Housing Voucher Program. Eight-five rental units in the program were destroyed in the tornado. The build back of units for eligible families has been slow, reducing the funding received by the Joplin Housing Authority for vouchers. This has caused an extreme financial burden.

Therefore, HUD through the Community Development Block Grant Program – Disaster Recovery and through the Public and Indian Housing Program have granted waivers to allow CDBG-DR funds to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Tenant-based rental assistance will be provided to offset funding deficiencies up to $290,000.00 in CDBG-DR funds within a two year period; effective the date of the waiver, April 1, 2014.

City Staff recommends the approval of this Council Bill which includes an emergency clause.

CITY OF JOPLIN MISSOURI

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR)
RECIPIENT AGREEMENT
BETWEEN
THE CITY OF JOPLIN
AND
JOPLIN HOUSING AUTHORITY
FOR TENANT-BASED RENTAL ASSISTANCE

THIS AGREEMENT entered this ____ day of _____, 2014 by and between the City of Joplin (herein called the "Grantee") and the Joplin Housing Authority (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, and Public Law 112-55; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG-DR activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activity eligible under the Community Development Block Grant Disaster Recovery (CDBG-DR) program as waived (see Exhibit A).

Program Delivery

As a result of the May 2011 tornado, Joplin's housing stock, including its HUD Section 8 voucher program for low-income renter households, was severely impacted. As a result, the Joplin Housing Authority's Section 8 budget decreased despite the needs of additional households that were displaced. CDBG-DR grant funds will be used to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Assistance will be made available over the next two years in a total amount not to exceed $290,000.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses as a result of assistance provided through the assisted Section 8 Voucher Program. Recipient records are subject to Grantee audit at any time during the lifecycle of the program. If records are found to be insufficient, the Recipient will be given ten (10) working days to remedy the records issue(s).

B. National Objectives

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

The Recipient certifies that the activity carried out under this Agreement will meet the LMC low-moderate income clientele [570.208(a)(2)]. This activity is eligible under the category Income Payments [570.207(a)(4)]. Recipient will use Demographic/Income form, or similar form approved by the Grantee, to document the necessary demographic information for beneficiaries.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include things such as:

- Recipient will provide reports to both the Grantee and CDBG office for funding and client data.
- Recipient will review Tenant Based Rental Assistance funding, progress, and provide reports quarterly to the City of Joplin : January 20th, April 21st, July 21st, October 20th.

D. Staffing

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

Matt Moran
Executive Director

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

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall retroactively start on the 1st day of April, 2014 and end on the 31st day of March, 2016. The Performance Period shall not exceed 24 months.

Funds will not be available to the Recipient from the Community Development Block Grant Disaster Recovery Program after the completion date, unless otherwise approved by Grantee.

III. BUDGET

The grantee will provide funding to the Recipient in an amount not-to-exceed $290,000.00 to assist in the provision of tenant-based rental assistance as part of the HUD Section 8 Housing

Voucher Program as allowed through waivers provided by HUD Office of Public and Indian Housing in a letter dated January 24, 2014 and by HUD Office of Community Planning and Development published March 24, 2014 in the Federal Register.

Any funds not used for costs associated with the project will revert to the CDBG-DR program. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed: $290,000.00.

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance. Payments will be paid both on a reimbursement basis and directly by the Grantee contingent upon proper documentation provided. The Recipient with submit billings to the Grantee for reimbursement.

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

V. NOTICES

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

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

Grantee
Name: Troy Bolander
Title: Planning & Community Development Director
Grantee: City of Joplin
602 South Main Street
Joplin, Missouri 64801
Phone: (417) 624-0820
Fax: (417) 625-4738

Recipient
Name: Matt Moran
Title: Executive Director
Agency: Joplin Housing Authority
1834 W 24th Street
Joplin, Missouri 64804
Phone: (417) 624-4514

VI. SPECIAL CONDITIONS

(Reserved)

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years.. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services

provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with

advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected

or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The

Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

Date: April ____, 2014

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

City of Joplin, Missouri
A Municipal Corporation

_____
Samuel L. Anselm
Interim City Manager

Joplin Housing Authority

_____
Matt Moran
Executive Director

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

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2014.

_____
Notary Public

My commission expires:

_____

EXHIBIT A

HUD PIH Waiver Letter
HUD CPD Federal Register Waiver Notice

EXHIBIT A

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR
PUBLIC AND INDIAN HOUSING

January 24, 2014

Mr. Matt Moran
Executive Director
Joplin Housing Authority
1834 West 24th Street
Joplin, MO 64801

Dear Mr. Moran:

Thank you for letter of December 30, 2013 regarding the Joplin Housing Authority (JHA) request for a waiver of the requirements of Notice PIH 2013-28, Guidance on the Use of Outside Sources of Funds in the Housing Choice Voucher (HCV) Program, issued December 16, 2013.

HUD Notice PIH 2013-28 provides that the use of outside funds may not be used to lease additional units under the HCV program. Your agency has requested an exception to that restriction in order to return JHA's HCV leasing to pre-disaster leasing levels through the use of outside sources of funds. The outside sources of funds have been identified as funds available from the City of Joplin under the CDBG-DR program.

Due to the unique circumstances resulting from the loss of housing stock in Joplin following the tornado of May 22, 2011, and the subsequent decrease in leasing and utilization which has negatively impacted the PHA's renewal funding in the subsequent years, I find there is good cause to waive HUD Notice PIH 2013-28 in order for the PHA to use outside funds to increase leasing to the number of units leased prior to the disaster (adjusted to hold the PHA harmless for any new increments of vouchers that may have been received during such time).

This waiver will allow the leasing and HAP expenses of those units supported by outside funds to be reported in the Voucher Management System (VMS) and included in the calculation of the PHA's renewal funding for Calendar Year (CY) 2015. The use of outside funds for this purpose is initially limited to no more than $290,000; however, if your agency believes JHA needs authority during the course of the year to use additional amounts of outside funds for this purpose, please contact the Office of Housing Voucher Programs for approval to increase the amount.

Please note that the use of outside sources of funds is limited to restoring and maintaining JHA's program to the pre-disaster leasing and JHA must identify the outside funds and unit months leased that are covered by these funds in the comment section of the Voucher Management System. This approval to use outside funds expires at the end of CY 2014.

This waiver approval is limited to providing an exception to the restriction on the use of outside funds for the HCV program. It does not waive any restrictions that may apply regarding the eligible uses for the source of funds that JHA is contemplating using for HCV purposes.

Specifically, it does not authorize the use of the CDBG-DR funds for the HCV program as the use of those funds falls under the authority of the Assistant Secretary for Community Planning and Development (CPD). JHA has submitted a separate request to CPD regarding the use of the CDBG-DR funds and CPD will respond to you directly regarding that request.

Should you have any questions regarding this letter, please contact Michael Dennis, Director, Office of Housing Voucher Programs, at 202-402-4059.

Sincerely,

Sandra B. Henriquez
Assistant Secretary

technology; and (e) the annual costs burden to respondents or record keepers from the collection of information (a total capital/startup costs and operations and maintenance costs). The comments that are submitted will be summarized and included in the CBP request for Office of Management and Budget (OMB) approval. All comments will become a matter of public record. In this document, CBP is soliciting comments concerning the following information collection:

Title: Entry of Articles for Exhibition.

OMB Number: 1651–0037.

Form Number: None.

Abstract: Goods entered for exhibit at fairs, or for constructing, installing, or maintaining foreign exhibits at a fair, may be free of duty under 19 U.S.C. 1752. In order to substantiate that goods qualify for duty-free treatment, the consignee of the merchandise must provide information to CBP about the imported goods, which is specified in 19 CFR 147.11(c).

Current Actions: CBP proposes to extend the expiration date of this information collection with no change to the burden hours or to the information collected.

Type of Review: Extension (without change).

Affected Public: Businesses.

Estimated Number of Respondents: 50.

Estimated Number of Responses per Respondent: 50.

Estimated Number of Total Annual Responses: 2,500.

Estimated Time per Response: 20 minutes.

Estimated Total Annual Burden Hours: 832.

Dated: March 24, 2014.

Tracey Denning,

Agency Clearance Officer, U.S. Customs and Border Protection.

[FR Doc. 2014–06809 Filed 3–26–14; 8:45 am]

BILLING CODE 9111–14–P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–5752–N–32]

30-Day Notice of Proposed Information Collection: HUD Conditional Commitment/Statement of Appraised Value

AGENCY: Office of the Chief Information Officer, HUD.

ACTION: Notice.

SUMMARY: HUD has submitted the proposed information collection requirement described below to the Office of Management and Budget (OMB) for review, in accordance with the Paperwork Reduction Act. The purpose of this notice is to allow for an additional 30 days of public comment.

DATES: *Comments Due Date:* April 28, 2014.

ADDRESSES: Interested persons are invited to submit comments regarding this proposal. Comments should refer to the proposal by name and/or OMB Control Number and should be sent to: HUD Desk Officer, Office of Management and Budget, New Executive Office Building, Washington, DC 20503; fax: 202–395–5806. Email: *OIRA_Submission@omb.eop.gov.*

FOR FURTHER INFORMATION CONTACT: Colette Pollard, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street SW., Washington, DC 20410; email Colette Pollard at *Colette.Pollard@hud.gov* or telephone 202–402–3400. Persons with hearing or speech impairments may access this number through TTY by calling the toll-free Federal Relay Service at (800) 877–8339. This is not a toll-free number. Copies of available documents submitted to OMB may be obtained from Ms. Pollard.

SUPPLEMENTARY INFORMATION: This notice informs the public that HUD has submitted to OMB a request for approval of the information collection described in Section A. The **Federal Register** notice that solicited public comment on the information collection for a period of 60 days was published on November 20, 2013.

A. Overview of Information Collection

Title of Information Collection: HUD Conditional Commitment/Statement of Appraised Value.

OMB Approval Number: 2502–0494.

Type of Request Revision of a currently approved collection.

Form Number: HUD 92800.5b.

Description of the need for the information and proposed use: Lenders must provide to loan applicants either a completed copy of form HUD–92800.5B, or a copy of the completed appraisal report, at or before loan closing. Form HUD 92800.5B serves as the mortgagee's conditional commitment/direct endorsement statement of value of FHA mortgage insurance on the property. The form provides a section for a statement of the property's appraised value and other required FHA disclosures to the homebuyer, including specific conditions that must be met before HUD can endorse a firm commitment for mortgage insurance. HUD uses the information only to determine the eligibility of a property for mortgage insurance.

Respondents: (i.e. affected public): Business.

Estimated Number of Respondents: 1837.

Estimated Number of Responses: 900,000.

Frequency of Response: On occasion.

Average Hours per Response: .12.

Total Estimated Burdens: 108,000.

B. Solicitation of Public Comment

This notice is soliciting comments from members of the public and affected parties concerning the collection of information described in Section A on the following:

(1) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;

(2) The accuracy of the agency's estimate of the burden of the proposed collection of information;

(3) Ways to enhance the quality, utility, and clarity of the information to be collected; and

(4) Ways to minimize the burden of the collection of information on those who are to respond; including through the use of appropriate automated collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

HUD encourages interested parties to submit comment in response to these questions.

C. Authority

Section 3507 of the Paperwork Reduction Act of 1995, 44 U.S.C. Chapter 35

Dated: March 21, 2014.

Colette Pollard,

Department Reports Management Officer, Office of the Chief Information Officer.

[FR Doc. 2014–06726 Filed 3–26–14; 8:45 am]

BILLING CODE P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–5696–N–08]

Clarifying Guidance, Waivers, and Alternative Requirements for Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds Under the Disaster Relief Appropriations Act, 2013

AGENCY: Office of the Assistant Secretary for Community Planning and Development, HUD.

ACTION: Notice.

SUMMARY: This Notice provides clarifying guidance, waivers, and

alternative requirements for Community Development Block Grant (CDBG) disaster recovery grantees in receipt of funds under the Disaster Relief Appropriations Act, 2013 (Pub. L. 113–2). To date, the Department has allocated $10.6 billion under the Act to assist recovery in the most impacted and distressed areas identified in major disaster declarations due to Hurricane Sandy and other eligible events in calendar years 2011, 2012 and 2013.

DATES: April 1, 2014.

FOR FURTHER INFORMATION CONTACT: Stan Gimont, Director, Office of Block Grant Assistance, Department of Housing and Urban Development, 451 7th Street SW., Room 7286, Washington, DC 20410, telephone number 202–708–3587. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Relay Service at 800–877–8339. Facsimile inquiries may be sent to Mr. Gimont at 202–401–2044. (Except for the "800" number, these telephone numbers are not toll-free.) Email inquiries may be sent to *disaster_recovery@hud.gov.*

SUPPLEMENTARY INFORMATION:

Table of Contents

I. Background
II. Applicable Rules, Statutes, Waivers, and Alternative Requirements
III. Catalog of Federal Domestic Assistance
IV. Finding of No Significant Impact

I. Background

The Disaster Relief Appropriations Act, 2013 (Pub. L. 113–2, approved January 29, 2013) (Appropriations Act) made available $16 billion in Community Development Block Grant (CDBG) funds 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 resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. As the Appropriations Act requires funds to be awarded directly to a State, or unit of general local government (hereinafter, local government) at the discretion of the Secretary, the term "grantee" refers to any jurisdiction that has received a direct award from HUD under the Appropriations Act.

On March 1, 2013, the President issued a sequestration order pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act, as amended (2 U.S.C. 901a), and reduced funding for CDBG disaster recovery (CDBG–DR) grants under the Appropriations Act to $15.18 billion. To date, a total of $10.6 billion has been allocated for the areas most impacted by Hurricane Sandy and other disasters occurring in 2011, 2012, and 2013. To describe these allocations and the accompanying requirements, the Department published multiple notices (collectively, the "Prior Notices") in the **Federal Register**. The requirements of the Prior Notices continue to apply, except as modified by this Notice.

Links to the Prior Notices, the text of the Appropriations Act, and additional guidance prepared by the Department for CDBG–DR grants, are available on HUD's Web site under the Office of Community Planning and Development, Disaster Recovery Assistance: *http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/drsi.* The same information is also available on HUD's OneCPD Web site: *https://www.onecpd.info/cdbg-dr/.*

II. Applicable Rules, Statutes, Waivers, and Alternative Requirements

The Appropriations Act authorizes the Secretary to waive, or specify alternative requirements for any provision of any statute or regulation that the Secretary administers in connection with the obligation by the Secretary or the use by the recipient of these funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements are based upon a determination by the Secretary that good cause exists and that the waiver or alternative requirement is not inconsistent with the overall purposes of title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) (HCD Act). Regulatory waiver authority is also provided by 24 CFR 5.110, 91.600, and 570.5.

This Notice clarifies or modifies guidance provided by the Prior Notices. For each waiver and alternative requirement described in this Notice, the Secretary has determined that good cause exists and the action is not inconsistent with the overall purpose of the HCD Act. Grantees may request additional waivers and alternative requirements from the Department as needed to address specific needs related to their recovery activities. Under the requirements of the Appropriations Act, waivers must be published in the **Federal Register** no later than five days before the effective date of such waiver.

1. Action Plan for Disaster Recovery Waiver and Alternative Requirement—Infrastructure Programs and Projects (Only Applicable to Hurricane Sandy Grantees)

a. *Definition of "Benefits Multiple Counties".* The Notice published November 18, 2013, describes additional requirements that apply to major infrastructure projects (see paragraph 2g, under section VI, Applicable Rules, Statutes, Waivers, and Alternative Requirements, at 78 FR 69107). Specifically, the Notice states: "HUD approval is required for each major infrastructure project with such projects defined as having a total cost of $50 million or more (including at least $10 million of CDBG–DR funds), or benefits multiple counties." For purposes of the identifying major infrastructure projects under the November 18, 2013 Notice, HUD defines "benefits multiple counties" to mean that a major infrastructure project is physically located in more than one county.

b. *Obligated Public Assistance Grant Program Projects.* Oftentimes, CDBG–DR grantees are awarded recovery funds under FEMA's Public Assistance (PA) Grant Program. Through the PA Program, FEMA provides grant assistance to states, tribal and local governments, and certain types of private nonprofit organizations for: Debris removal; emergency protective measures; and the repair, replacement, or restoration of disaster-damaged, publicly-owned facilities, and the facilities of certain private, nonprofit organizations. The PA Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process. The PA Program requires grantees to contribute a non-federal share to a project—typically, 25 percent of the total project cost. For example, if the repair of a public facility costs $1 million, FEMA provides $750,000 while the grantee provides $250,000. However, in the states of New York and New Jersey, due to the amount of damage caused by the storm, FEMA has reduced the non-federal share for Hurricane Sandy PA projects to 10 percent of the project's total cost (FEMA will provide the remaining 90 percent). This reduction is allowed under FEMA regulations.

Per the HCD Act (42 U.S.C. 5305(a)(9)), CDBG funds (including CDBG–DR funds) may be used for the payment of the non-federal share required in connection with a federal grant-in-aid program (e.g., the FEMA PA

Program) that provides funding for a CDBG-eligible activity. Prior to HUD's Notice allocating a second round of funding for grantees in response to Hurricane Sandy (78 FR 69104, published November 18, 2013), many of these grantees had coordinated with FEMA to secure PA funding for critical infrastructure projects. Thus, the infrastructure requirements described in paragraph 2 at 78 FR 69107 will not apply to Hurricane Sandy grantees with PA projects where funds have been obligated by FEMA on or before November 25, 2013. The infrastructure requirements described in paragraph 2 at 78 FR 69107 apply in full to PA projects where funds have been obligated by FEMA after November 25, 2013.

c. *Comprehensive Planning Process Required by Another Federal Agency.* Paragraph 2d, under section VI, Applicable Rules, Statutes, Waivers, and Alternative Requirements (at 78 FR 69107) of the Notice published November 18, 2013, is amended as necessary to allow the following: Where a grantee provides a local match (using CDBG–DR funds) for an infrastructure project that is covered by a comprehensive planning process required by another Federal agency (e.g., FEMA, the Department of Transportation, U.S. Army Corps of Engineers, Environmental Protection Agency, etc.), HUD does not require the grantee to repeat the analysis completed during that planning process as part of its comprehensive risk analysis. Rather, that process may be referenced and/or adopted to assist the grantee in meeting its responsibility to conduct the comprehensive risk analysis required by the November 18, 2013 Notice.

2. Documentation of Low- and Moderate-Income National Objective for Multi-Unit Housing Projects (New York City Only)

Per the HCD Act and the Prior Notices, Hurricane Sandy CDBG–DR grantees may fund the rehabilitation, reconstruction, and new construction of housing. To further address its housing needs, New York City has requested to measure the benefit to low- and moderate-income households, in multi-unit residential projects, in a manner more supportive of mixed income housing. In general, the applicable regulation, 24 CFR 570.208(a)(3), requires at least 51 percent of the units in an assisted multi-unit structure to be occupied by residents that are income eligible. This method of calculating the benefit to low- and moderate-income households is often referred to as the structure basis.

HUD has reviewed other housing assistance programs that measure benefit differently—only those units in a multi-unit structure occupied by income eligible residents are used to calculate the benefit to low- and moderate-income households. Under this "unit" approach, when units are alike, the proportion of CDBG funds contributed to the project may be no more than the proportion of units in the project that will be occupied by income-eligible households. For this reason, this approach is sometimes called the proportional units approach. In other words, the rule under the structure approach is that a dollar of CDBG assistance to a structure means that 51 percent of the units must meet income requirements. Under the unit approach, the amount of assistance provided is equal to the cost of units occupied by low- and moderate-income households.

Based on HUD experience, the unit approach can be more compatible with large-scale development of mixed-income housing. For example, in response to the widespread devastation caused by Hurricanes Katrina and Rita, HUD allowed the states of Louisiana and Mississippi to use this approach under their respective CDBG–DR programs. Additionally—(1) the CDBG program rule has a built-in exception that allows limited use of the unit basis for multi-unit non-elderly new construction structures with between 20 and 50 percent low- and moderate income occupancy, (2) in the HOME Investment Partnerships program, HUD's primary housing production program, HUD grantees use funds to pay for the cost of affordable units, and (3) the Neighborhood Stabilization Program permitted grantees to use a unit basis approach to meet the CDBG low- and moderate-income benefit requirement.

After review of the city's Action Plan for Disaster Recovery, and discussions with the city regarding its intent to encourage mixed-income housing development, HUD has determined that it is consistent with the overall purposes of the HCD Act to provide the city the requested additional flexibility in measuring program benefit. Therefore, the waiver and alternative requirements allow the city to measure benefit within a housing development project: (1) According to the existing CDBG requirements, or (2) according to the unit approach described above for multi-unit housing projects involving rehabilitation and/or reconstruction. However, the second option may only be used if the units are generally comparable in size and finishes. The city must select and use one method for each project. For these purposes, the term "project" will have the same meaning as in the HOME program at 24 CFR 92.2. The city is reminded that per 2 CFR part 225, CDBG–DR costs must be necessary and reasonable. To meet this requirement, the city must develop policies and procedures to document its costs for housing investments are necessary and reasonable. The city must also meet all civil rights and fair housing requirements.

3. Limited Purpose Modification of Overall Benefit Requirement (City of Minot Only)

The primary objective of the HCD Act is the "development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income." 42 U.S.C. 5301(c). To carry out this objective, the statute requires that 70 percent of the aggregate of the grantee's CDBG program's funds be used to support activities benefitting low- and moderate-income persons.

This target can be difficult, if not impossible, for many CDBG–DR grantees to reach as a disaster impacts entire communities—regardless of income. Further, it may prevent grantees from providing assistance to the most damaged areas of need. Therefore, as described by the Prior Notices, the city of Minot, in addition to the other grantees under the Appropriations Act, received a waiver and alternative requirement—only 50 percent of funds must be used for activities that benefit low- and moderate-income persons. Additional flexibility was provided in the March 5, 2013 Notice (78 FR 14329). It allowed a grantee to request to further reduce its overall benefit requirement if it submitted a justification that, at a minimum: (a) Identifies the planned activities that meet the needs of its low- and moderate-income population; (b) describes proposed activity(ies) and/or program(s) that will be affected by the alternative requirement, including their proposed location(s) and role(s) in the grantee's long-term disaster recovery plan; (c) describes how the activities/programs identified in (b) prevent the grantee from meeting the 50 percent requirement; and (d) demonstrates that the needs of non-low and moderate-income persons or areas are disproportionately greater, and that the jurisdiction lacks other resources to serve them. Upon HUD's review of the justification, the request can be granted only if the Secretary found a compelling need to reduce the overall benefit below 50 percent.

In response to the above, the city of Minot submitted a justification addressing the required criteria. As described in that letter, the city has received two awards of CDBG–DR funds (appropriated by two separate laws) in response to the severe flooding of the city in the summer of 2011. Early in the recovery process, the city identified housing as the largest unmet need for the low- and moderate-income population. Funding from the first allocation was used to fund housing rehabilitation and reconstruction only for low- and moderate-income households. In addition, the city obligated $2.2 million for infrastructure and acquisition activities to support two affordable rental housing projects (one will create 42 units of workforce housing, the other will result in 40 units of senior housing), and $5.1 million for infrastructure to support home development, as well as to provide pads for mobile homes for low- and moderate-income families. Further, the city is exploring the development of a homeless shelter, and projects to provide 60 affordable rental units for Minot's low- and moderate-income residents through a small rental rehabilitation and reconstruction program. In sum, the city's first appropriation of CDBG–DR funds, under Section 239 of the Department of Housing and Urban Development Appropriations Act, 2012 (Pub. L. 112–55, approved November 18, 2011), was $67,575,964; over 52 percent of that allocation is anticipated to benefit low- and moderate-income persons.

As the city moves forward with funding received under a second appropriation law, the Appropriations Act, the focus of the recovery has narrowed to the long-term needs of the city's Flood Inundation Area. This area is four square miles and includes the downtown area and the oldest and most heavily developed portion of the city. It was inundated with two to fifteen feet of water during the 2011 flood and sustained the most severe damage. According to the city, two types of long-term activities, both located within the Flood Inundation Area, are most urgent: Acquisition/buyout of properties and street repair and improvements. In regards to acquisition/buyouts, the city has allocated $14.8 million. These funds will act as a 25 percent match to funding provided by the North Dakota State Water Commission, for a total project cost of over $51 million. Additionally, $9.7 million has been allocated for street repair and improvements. The balance of the city's second allocation, $10.6 million, will be used for reimbursement of home repairs, street repairs in an area located outside the Flood Inundation Area, and planning and administrative costs.

HUD has reviewed the flood inundation data and maps, and the census tract information provided by the city. Of the 14 block groups that comprise the Flood Inundation Area, only four have low- and moderate-income populations of at least 51 percent. An average of the 14 groups demonstrates that the total low- and moderate income population of the Flood Inundation Area is approximately 45.2 percent. According to the HUD FY14 data, the median family income in Ward County, where Minot is located, is $65,700. To be considered a low- and moderate-income household, a family with four persons has an income equal to, or less than, $53,200.

Thus, to enable the city to undertake the activities it has deemed most critical for its recovery, and to ensure that low- and moderate-income households are adequately served and/or assisted, HUD is granting a limited waiver and alternative requirement to reduce the overall benefit from 50 percent to not less than 23 percent. Based on the city's justification, the Secretary has found a compelling need for this reduction due to the unique circumstances related to Minot's request. In particular, HUD notes that the City has already prioritized the needs of low- and moderate-income populations with its first allocation; the low- and moderate-income population in the Flood Inundation Area is close enough to 50 percent that it nearly qualifies under the overall benefit waiver in the March 5, 2013 Notice; given that the Flood Inundation Area is likely to flood again, the City has identified getting people out of harm's way as a top priority and this waiver will allow low- and moderate-income families to take advantage of Minot's program for this purpose; and finally, the waiver will enable the City to leverage non-Federal funds for its buyout program. This is a limited waiver modifying 42 U.S.C. 5301(c), 42 U.S.C. 5304(b)(3)(A), 24 CFR 570.484, and 570.200(a)(3) only to the extent necessary to permit the City to use funds appropriated by Public Law 113–2 for flood buyout and street repair programs in the 14 block groups of the Flood Inundation Area with a low- and moderate-income population of approximately 45.2 percent, as described in its Action Plan.

4. Tenant-Based Rental Assistance (Applicable to the State of New York and the City of Joplin)

The State of New York and the city of Joplin have requested a waiver of 42 U.S.C. 5305(a) in order to provide tenant-based rental assistance to households impacted by disasters eligible under the Appropriations Act. After reviewing each grantee's request, HUD is waiving 42 U.S.C. 5305(a), to the extent necessary, to make eligible rental assistance and utility payments paid for up to 2 years on behalf of homeless and at-risk households when such assistance or payments are part of a homeless prevention or rapid rehousing program or activity. Eligible assistance may also include rental (i.e., security) deposits and utility deposits when the grantee determines that such payments are necessary to help prevent a family from being homeless. While existing CDBG regulations may allow payments for these purposes, grantees under the annual CDBG programs are subject to a much shorter time limitation (3 months).

The goal of this waiver is to minimize the time households are homeless by providing re-housing and rental assistance, and by linking the individual or family with services that can help them become stable and self-sufficient. Both grantees' use of CDBG–DR funds for this purpose could measurably advance the Department's priority on supporting forward-thinking solutions to help communities that are struggling to house and serve persons and families that are homeless or at risk of homelessness. In addition, HUD has previously granted the State of Louisiana a similar waiver for its recovery in response to Hurricanes Katrina and Rita. Further justification for granting the waiver to both grantees, and the specifics of how the waiver will apply to each grantee, are detailed below. Either grantee using these funds in combination with an existing Section 8 Housing Choice Voucher (HCV) program must coordinate with HUD's Office of Public and Indian Housing; however, as this waiver is limited to two years from the effective date of this Notice, grantees are strongly encouraged to ensure households assisted in whole or in part with CDBG–DR funds are transitioned to an alternate source of assistance, if necessary. Unless noted otherwise, the term "Section 8" refers to the Section 8 HCV program.

a. *State of New York.* The State of New York anticipates up to $10 million of CDBG–DR funds will be used to support an emergency rehousing program designed to assist households

that are homeless, or in imminent danger of becoming homeless, as result of Hurricane Sandy, Hurricane Irene or Tropical Storm Lee. The State anticipates the funds will be used in conjunction with the State's Social Service Block Grant, which will support an intensive case management system to help locate housing and stabilize the household through a range of services.

Prior to seeking a waiver, the State explored all options available to those most in need of housing assistance. To date, FEMA has approved over $1 billion of assistance to more than 115,000 households located in the State of New York. The State has launched significant housing programs to address rehabilitation and reconstruction, however, these programs are not specifically targeted to address the urgent needs of the homeless—many of whom are still housed in shelters or other non-permanent accommodations as a result of Sandy, Irene and Lee. For example, it is estimated that Long Island's current homeless population in shelters exceeds 2,000; approximately 1,000 of these individuals were forced to the shelter as a result of Sandy. Meanwhile, the Section 8 rental assistance program is experiencing a tremendous demand and has a limited supply of available housing, while HOME resources have been reduced by sequestration. The State is aware of individuals being served by the FEMA Temporary Rental Assistance Program, the Transitional Sheltering Assistance, and the Disaster Housing Assistance Program; however, many of these programs have reached funding limits, or are not eligible sources of assistance for the majority of the homeless.

Thus, for the State of New York, the Department is waiving 42 U.S.C. 5305(a), to the extent necessary, to make eligible tenant-based rental assistance for the homeless population, or those at risk of becoming homeless, due to the effects of Hurricane Sandy, Hurricane Irene, or Tropical Storm Lee. Households will not be eligible for tenant-based rental assistance if they have rejected public housing assistance or declined a Section 8 voucher.

b. *City of Joplin.* As a result of the May 2011 tornado, Joplin's housing stock, including its Section 8 voucher program, was severely impacted. In regards to the Section 8 program, 85 voucher-holders were displaced. Since the tornado, new housing units have gradually been added to Joplin's inventory; however, many of these are more costly as Joplin's rental market evolves. Compounding the issue, during its recovery, the Joplin housing authority experienced a decrease in its "fundable" voucher population due to a lack of available units. As a result of this decrease, the voucher budget provided to the city also decreased, despite the needs of additional households that were displaced. Thus, the city seeks the use of CDBG–DR funds to assist Joplin's housing authority restore its program to reach pre-disaster voucher levels. After reviewing the city's request, the Department is waiving 42 U.S.C. 5305(a), to the extent necessary, to make eligible tenant-based rental assistance so that the city may restore its Section 8 program to pre-disaster levels. Households will not be eligible for tenant-based rental assistance if they have rejected public housing assistance, or declined a Section 8 voucher. A maximum of $290,000 may be provided by the city for this use.

Going forward, the city and the housing authority are strongly encouraged to continue to assess the voucher program to ensure households in need will have adequate resources available at the expiration of this waiver.

III. Catalog of Federal Domestic Assistance

The Catalog of Federal Domestic Assistance number for the disaster recovery grants under this Notice is as follows: 14.269.

IV. Finding of No Significant Impact

A Finding of No Significant Impact (FONSI) with respect to the environment has been made in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)). The FONSI is available for public inspection between 8 a.m. and 5 p.m. weekdays in the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW., Room 10276, Washington, DC 20410–0500. Due to security measures at the HUD Headquarters building, an advance appointment to review the docket file must be scheduled by calling the Regulations Division at 202–708–3055 (this is not a toll-free number). Hearing or speech-impaired individuals may access this number through TTY by calling the toll-free Federal Relay Service at 800–877–8339.

Date: March 24, 2014.

Mark Johnston,

Deputy Assistant Secretary for Special Needs Programs.

[FR Doc. 2014–06850 Filed 3–26–14; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

[145A2100DD–AADD001000.A0E501010.999900]

Indian Education Study Group

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of tribal consultation.

SUMMARY: The Department of the Interior, in conjunction with the U.S. Department of Education (ED), will conduct a series of consultation sessions with Indian tribes to review and provide feedback on the draft actionable recommendations prepared by the American Indian Education Study Group.

DATES: Submit written comments on or before June 2, 2014.

ADDRESSES: Written comments may be submitted to: Jacquelyn Cheek, Special Assistant to the Director, Bureau of Indian Education, 1849 C Street NW., Mail Stop 3609, Washington, DC 20240; telephone (202) 208–6983 or fax (202) 208–3312 or by email to *IAEDTC-CMTS@bia.gov.*

FOR FURTHER INFORMATION CONTACT: Jacquelyn Cheek, Special Assistant to the Director, Bureau of Indian Education, at the above listed address and telephone number.

SUPPLEMENTARY INFORMATION: The Secretaries of the U.S. Department of the Interior (DOI) and the U.S. Department of Education (ED) have convened an American Indian Education Study Group (Study Group) to determine how to effectively fulfill President Obama's vision for Indian Education. The Study Group focused on how to facilitate tribal sovereignty in American Indian education and how to improve educational outcomes for students attending BIE-funded schools. The Study Group previously engaged with tribal leaders and Indian educators in six listening sessions on improving Indian education for BIE to develop draft actionable recommendations.

Based on input from these listening sessions, the Study Group has identified a framework for reform with a goal of high-achieving tribally controlled schools. This goal would allow the schools to deliver methods and practices for every BIE student to meet and exceed high expectations and be well prepared for college, careers, and tribal and global citizenship. The Study Group believes that, in order to reach this goal, the Obama Administration, Congress, and tribes must focus on the following four pillars of reform:

COUNCIL BILL NO. 2014-405 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Housing Authority in the amount not to exceed Two Hundred Ninety Thousand Dollars ($290,000.00) to provide tenant-based rental assistance through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the Interim City Manager to execute said Agreement for the City, and containing an emergency clause.

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

Section 1. That the City enter into an Agreement, attached hereto as Exhibit A, between the City of Joplin and the Joplin Housing Authority in the amount not to exceed Two hundred ninety thousand dollars ($290,000.00) to provide tenant-based rental assistance through the 2012 Community Development Block Grant-Disaster Recovery fund.

Section 2. That the Interim City Manager of the city of Joplin, Missouri, is hereby authorized to execute said Agreement, or agreement substantially similar in form, for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2014, by a vote of _____.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 19, 2014

Item: Recipient Agreement with Joplin Housing Authority for Repairs to Site Improvements at Tornado-Effected Housing Complexes through CDBG-DR. Originating Department: Planning & Community Development

Attachments: 1) Agreement
2) Council Bill No. 2014-406

Department Head: Nick Heatherly	Date: 5/8/14
Planning & Community Development Director: Troy Bolander T.B.	Date: 5-8-14
Finance Department: Leslie Haase	Date: 5-12-14
Interim City Attorney: Peter C. Edwards PE	Date: 5/12/14
Interim City Manager: Samuel L. Anselm	Date: 5/9/14

Recommended Action: Approval of Council Bill No. 2014-406

DISCUSSION:

The following Council Bill is an agreement between the City of Joplin and the Joplin Housing Authority to fund needed repairs to parking lots and yards at housing complexes damaged in the 2011 tornado and owned by the Joplin Housing Authority with the City's Community Development Block Grant – Disaster Recovery Funds. On April 7th, the City Council approved an amendment to the Action Plan for programs related to the initial $45 Million award from the Department of Housing and Urban Development (HUD) to provide the assistance.

Due to tornado damage and subsequent damage and wear and tear from heavy trucks and equipment used in the clean-up effort which included demolition, construction and repair of utilities, several Joplin Housing Authority parking lots were damaged. Costs to repair and/or overlay were not covered by FEMA, insurance or other funding sources. Additionally, yards and trees at Joplin Housing Authority's housing sites were damaged. The locations include Bartlett Hills at 24th and McCoy, Leonard Estates at 22nd and Jackson, and Parr Hill at 19th and Vermont. These repairs are central to the viability and livable of the affordable rental housing units.

The Joplin Housing Authority will procure for repairs following the City's Procurement Policy. CDBG-DR funds will reimburse the Housing Authority for work completed in an amount not to exceed $210,000.00.

City Staff recommends the approval of this Council Bill which includes an emergency clause.

CITY OF JOPLIN MISSOURI

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR)
RECIPIENT AGREEMENT
BETWEEN
THE CITY OF JOPLIN
AND
JOPLIN HOUSING AUTHORITY
FOR HOUSING SITE REPAIRS

THIS AGREEMENT entered this ____ day of _____, 2014 by and between the City of Joplin (herein called the "Grantee") and the Joplin Housing Authority (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, and Public Law 112-55; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG-DR activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activity eligible under the Community Development Block Grant Disaster Recovery (CDBG-DR) program.

Program Delivery

As a result of the May 2011 tornado, Joplin Housing Authority parking lots and yards are in need of repair due to the wear and tear of trucks and equipment during clean-up. The repairs are not covered by FEMA or insurance. Repairs to lots, yard re-landscaping and tree replacement are needed at the following locations: 24th and McCoy, 19th and Vermont, and 22nd and Jackson.

General Administration

The Recipient will maintain project and financial records documenting eligibility, procurement, and Recipient's expenses as a result of assistance provided through the assisted Section 8 Voucher Program. Recipient records are subject to Grantee audit at any time during the lifecycle of the program. If records are found to be insufficient, the Recipient will be given ten (10) working days to remedy the records issue(s).

B. National Objectives

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

The Recipient certifies that the activity carried out under this Agreement will meet the LMC low-moderate income clientele [570.208(a)(2)]. This activity is eligible under the category Income Payments [570.207(a)(4)]. Recipient will use Demographic/Income form, or similar form approved by the Grantee, to document the necessary demographic information for beneficiaries.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include things such as:

- Recipient will provide reports to both the Grantee and CDBG office for funding and client data.
- Recipient will review site improvement repairs progress and provide reports quarterly to the City of Joplin: January 20th, April 21st, July 21st, October 20th.

D. Staffing

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

Matt Moran
Executive Director

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

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ____ day of _____, 2014 and end on the ____ day of _____, 2016. The Performance Period shall not exceed 24 months.

Funds will not be available to the Recipient from the Community Development Block Grant Disaster Recovery Program after the completion date, unless otherwise approved by Grantee.

III. BUDGET

The grantee will provide funding to the Recipient in an amount not-to-exceed $210,000.00 to reimburse for repairs to be made to parking lots and yards at three tornado-effected housing complexes.

Any funds not used for costs associated with the project will revert to the CDBG-DR program. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed: $210,000.00.

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance. Payments will be paid both on a reimbursement basis and directly by the Grantee contingent upon proper documentation provided. The Recipient with submit billings to the Grantee for reimbursement.

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

V. NOTICES

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

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

Grantee
Name: Troy Bolander
Title: Planning & Community Development Director
Grantee: City of Joplin
602 South Main Street
Joplin, Missouri 64801
Phone: (417) 624-0820
Fax: (417) 625-4738

Recipient
Name: Matt Moran
Title: Executive Director
Agency: Joplin Housing Authority
1834 W 24th Street
Joplin, Missouri 64804
Phone: (417) 624-4514

VI. SPECIAL CONDITIONS

(Reserved)

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years.. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

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

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, de-obligation 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. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National

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

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to

that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its

obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

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

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

Date: May ____, 2014

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

City of Joplin, Missouri
A Municipal Corporation

Samuel L. Anselm
Interim City Manager

Joplin Housing Authority

Matt Moran
Executive Director

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

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2014.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2014-406 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Housing Authority in the amount not to exceed Two Hundred Ten Thousand Dollars ($210,000.00) to provide for the repair to Housing Authority site improvements through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the Interim City Manager to execute said Agreement for the City, and containing an emergency clause.

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

Section 1. That the City enter into an Agreement, attached hereto as Exhibit A, between the City of Joplin and the Joplin Housing Authority in the amount not to exceed Two hundred ten thousand dollars ($210,000.00) to provide funds to repair parking lots and yards damaged by the 2011tornado through the 2012 Community Development Block Grant-Disaster Recovery fund.

Section 2. That the Interim City Manager of the city of Joplin, Missouri, is hereby authorized to execute said Agreement, or agreement substantially similar in form, for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2014, by a vote of _____.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, Interim City Attorney

City of Joplin — City Council Agenda Item

Requested Council Meeting Date: May 19, 2014

ITEM: Council Bill No. 2014-606. This Council Bill authorizes the purchase of replacement mobile laptops for public safety purposes.

ORIGINATING DEPARTMENT: Information Services

DEPARTMENT HEAD:	Mark Morris	DATE: 5-9-14
CITY MANAGER:	Sam Anselm	DATE: 5/9/14
CITY ATTORNEY:	Brian W. Head	DATE: 5-9-14
FINANCE DEPARTMENT:	Leslie Haase	DATE: 5-9-14

INTRODUCTION:
This Council Bill authorizes the purchase of ninety-five replacement public safety mobile laptops not included in the 2014 budget.

SUMMARY:
At the beginning of April 2014, Microsoft discontinued support, including security updates, for Windows XP. As a result, the Missouri State Highway Patrol, as well as other public safety networks such as MULES and NCIC, will no longer allow access by laptops utilizing Windows XP to these programs after September 1, 2014. Therefore, the public safety laptops must be replaced in order to continue to provide police and fire services.

Staff analyzed the cost benefit of purchasing versus leasing the equipment. There is no financial benefit to leasing the equipment. Thus, it is in the best interest of the City to purchase the new laptops with the required mounting hardware rather than lease. The City recommends using the State of Missouri bid to purchase the laptops from World Wide Technology. The cost of the laptops is $380,013.00, while the mounting equipment cost is $59,660.00 for a total price of $439,673.00.

This purchase was unknown at the time the budget was adopted. Therefore, this council bill also amends the annual budget by the purchase price.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2014-606 **ORDINANCE NO.**

AN ORDINANCE authorizing the purchase of replacement public safety mobile data laptops with mounting units; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

WHEREAS, Microsoft discontinued support, including security updates, of Windows XP, and

WHEREAS, the Missouri State Highway Patrol and other public safety networks will no longer allow access from our current laptops, and

WHEREAS, for security purposes the City of Joplin must upgrade all of the public safety mobile data laptops.

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

Section 1. That the City of Joplin is utilizing the State of Missouri bid for the purchase of replacement public safety mobile data laptops with mounting units and the lowest and best bidder is World Wide Technology.

Section 2. That fiscal year 2013-2014 budgeted appropriations as adopted by Ordinance 2013-248 be amended by increasing appropriations by the total amount of Four Hundred Thirty-Nine Thousand Six Hundred Seventy-Three Dollars and No Cents ($439,673.00).

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2014, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

NEW BUSINESS

NEW BUSINESS

1. BOARDS/COMMISSIONS:

   APPOINTMENTS & REAPPOINTMENTS

2. Announcements from the Public Information Officer – Lynn Onstot