INFORMAL AGENDA

May 5, 2014

5:15 p.m.

1. Council Appointments
2. Annual Audit Presentation
3. Annual TIF Presentation
4. Any other business

COUNCIL AGENDA

May 5, 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**
   1. Proclamation for National Kids to Park Day – Paul Bloomberg

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**
   1.Tom Walters, 508 S. Sergeant, requests to address Council regarding the time frame, funding and location and design of the new Joplin skate park.

7. **Public Hearings**
   1. 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. (Requested by 5 Star Charters. Planning and Zoning recommend approval).

8. **Consent Agenda**
   1. Minutes of the April 21, 2014 Council Meeting

   2. Minutes of the April 21, Special Council Meeting.

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

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

9. Resolutions

1. 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

2. 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.

3. 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.

10. Ordinances – Emergency

1. 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.

2. COUNCIL BILL NO. 2014-014 - 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.

3. COUNCIL BILL NO. 2014-015 - 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.

4. COUNCIL BILL NO. 2014-016 - 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.

5. COUNCIL BILL NO. 2014-122-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.

6. COUNCIL BILL NO. 2014-133 - 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.

7. COUNCIL BILL NO. 2014-134 - 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.

8. COUNCIL BILL NO. 2014-135 - 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.

9. COUNCIL BILL NO. 2014-136 - 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.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1.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.

Notice posted at 4:30p.m. on this the 1st day of May, 2014. (RSMo 610.020)

PRESENTATIONS

PROCLAMATION

Proclaiming May 17, 2014 as National Kids to Park Day

WHEREAS, May 17, 2014 is the 4th National Kids to Park Day, organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decade; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, hypertension and high cholesterol; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children's appreciation for nature and the outdoors.

NOW THEREFORE, I, Michael L. Seibert, Mayor of the City of Joplin, Missouri, do hereby proclaim May 17, 2014 as **NATIONAL KIDS TO PARK DAY** and encourage citizens to make time to take children to a neighborhood, state or national park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 5th day of May, 2014.

Michael L. Seibert, Mayor

CITIZENS REQUESTS

CITY OF JOPLIN MISSOURI

REQUEST TO ADDRESS COUNCIL

Persons wishing to address Council should complete this form and give it to the City Clerk prior to the start of the meeting, which is 6:00 pm.

When your name is called, approach the podium and state your name and address clearly for the record. You will have five (5) minutes to state the purpose of your request.

Date: 4-30-14

I would like to address the Joplin City Council at the 5-5-14 (date) meeting on the following subject:

I would like to address the council about the time frame, funding + location + design of the new Joplin Skatepark.

RECEIVED
MAY 1 2014
OFFICE OF CITY CLERK
CITY OF JOPLIN MISSOURI

Name: Tom Walters (Please print)

Address: 508 S. Sergeant

Daytime Phone: 417-499-2760

Phone No.: same

Printed in the office of the City Clerk

PUBLIC HEARINGS

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

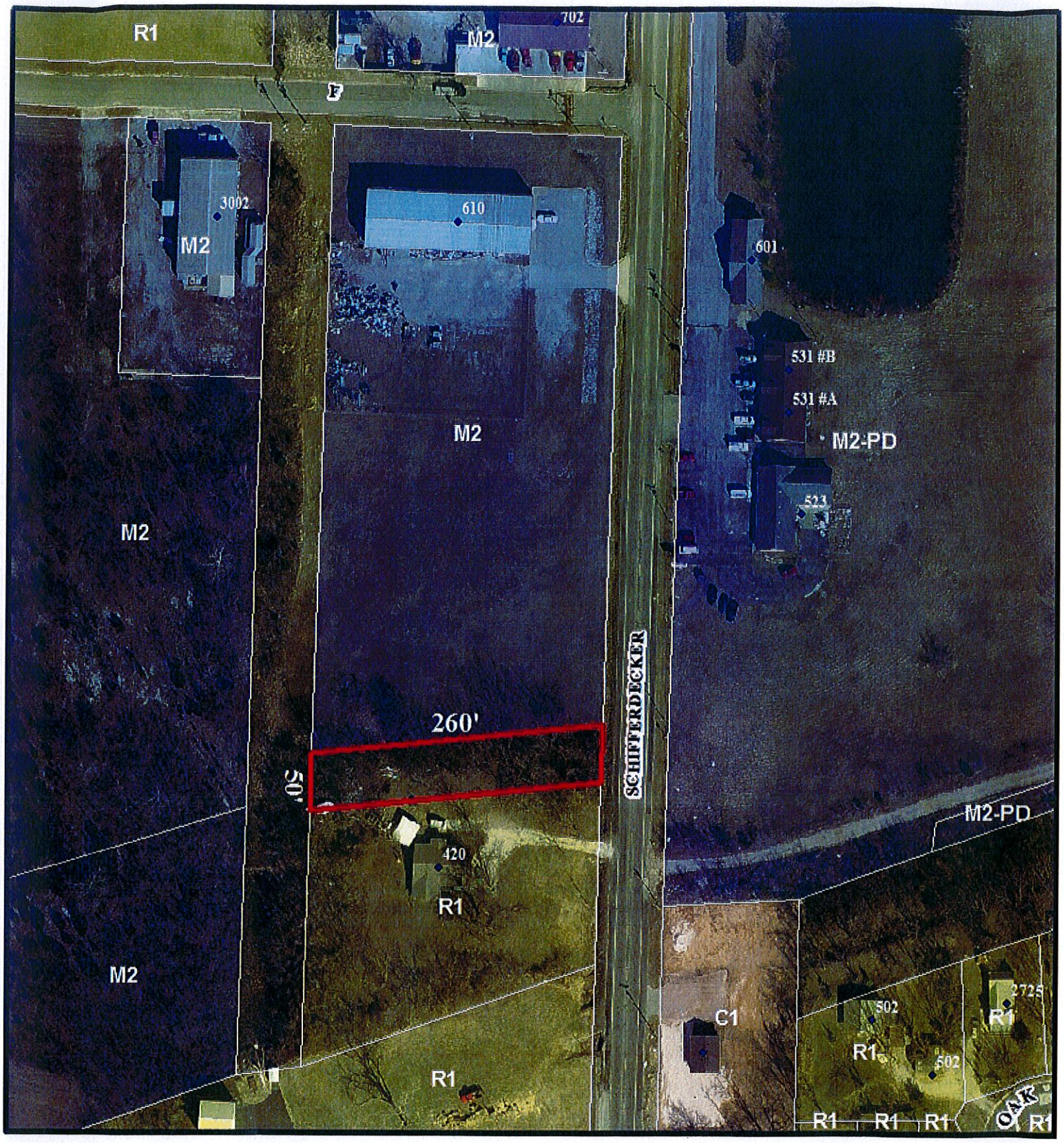
V. Required Attachments:

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

CONSENT AGENDA

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

April 21, 2014

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:15 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 5:15 pm on Monday, April 21, 2014, in the 5th Floor Informal room, 602 S. Main Street, for the purpose of conducting a closed session related to litigation.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston. 9. Absent: 0.

Vote to go into closed session, which shall pertain to the 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, and 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. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn to open session.

Motion by Mr. Woolston, Second by Mr. Glaze 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: 0. Nays: 1, Bill Scearce.

Council went into closed session at 6:14 pm.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MM /MPCC City Clerk

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES April 21, 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 – all were present

INVOCATION - read by City Clerk, Barbara L. Hogelin

FLAG SALUTE – Council Member Ms. Lewis led the Pledge.

PRESENTATIONS

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
Motion by Mr. Woolston, Second by Mr. Glaze to allow two citizens to address Council. Motion approved 9-0.

Carol Bingham, 1322 E. 18th, addressed council regarding yard remediation and was concerned the way her yard had water running and red clay in it. The city is looking into it.

Paul Whitehill, 1226 S. Wisconsin, addressed council about an upcoming fundraiser later in May. He wanted to invite everyone to attend the benefit for two nonprofit organizations, Art Feeds and the Autism Center for the Freeman Foundation.

PUBLIC HEARINGS

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

Minutes of the April 7, 2014 Council Meeting

Minutes of the April 3, Special Council Meeting.

Minutes of the April 14, Special Council Meeting.

COUNCIL BILL NO. 2014-256 - AN ORDINANCE providing for the vacation of a 20-foot wide stormwater easement located at 1202 Bramar Drive in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-052

COUNCIL BILL NO. 2014-257 - AN ORDINANCE providing for the vacation of a 50-foot wide railroad spur dedicated to the City of Joplin being located at 3502 Enterprise Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-060

COUNCIL BILL NO. 2014-258 - AN ORDINANCE Request to Review the Final Plat for DARREN ADDITION located in the 2600 block of South Byers Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-061

RESOLUTIONS

ORDINANCES-EMERGENCIES

Dr. Rosenberg introduced Council Bill No. 2014-012. Motion by Dr. Rosenberg, Second by Mr. Scearce to Adopt Council Bill No. 2014-012. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Woolston. 8. Nays: 0. Abstention: 1, Stanley.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-062

AN ORDINANCE approving a Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing & Assembly, LLC., providing for the loan of up to One Million, Two Hundred Thousand Dollars, No Cents ($1,200,000.00) from the Economic Development Fund; authorizing the Interim City Manager to execute the Loan Recipient Agreement and other appropriate documents as required therein, by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-128. Motion by Mr. Woolston, Second by Mr. Glaze to Adopt Council Bill No. 2014-128. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-063

AN ORDINANCE approving an agreement for Bartlett & West Inc. not to exceed Six Hundred Eight Thousand Two Hundred Sixty and no/100 Dollars ($608,260.00) for Consultant Services for the Storm Sewer Damage Assessment & Repair & GIS Mapping of the Tornado Zone project; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-130. Motion by Mr. Shaw, Second by Mr. Glaze to Adopt Council Bill No. 2014-130. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-064

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition & Tree Service for the demolition of the structure(s) and clearing of lot area located at 306 N. Division. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Forty Nine and 00/100 Dollar ($2,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-131. Motion by Mr. Stanley, Second by Mr. Glaze to Adopt Council Bill No. 2014-131. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-065

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Sprouls construction company for the curb Inlet Repair Project in the amount of Seventy Six thousand Two Hundred Eighty Two and 50/100 Dollars ($76,282.50) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mayor to make the Appointment of Chairperson to the Tax Increment Finance Commission.

After visiting with Mr. Gatz prior to the Council meeting, Mayor Seibert appointed Ron Gatz as Chairman to the Tax Increment Finance Commission. Motion by Mr. Scearce, Second by Mr. Glaze to approve the appointment of Mr. Gatz as chairman. Motion passed 9-0.

Public Information Officer Lynn Onstot briefed Council and citizens with the following updates:

In honor of Earth Day tomorrow, the City is offering FREE rides on the Sunshine Lamp Trolley. Trolley runs from 7 a.m. to 6 pm. and everyone is welcome. For trolley routes, please check the City's website.

Last year, during this same promotion, the Sunshine Lamp Trolley provided 917 free rides, so we are encouraging our citizens to take a ride and experience this convenient public transportation option.

Also tomorrow, the Four States Clean Air Alliance is hosting a press conference at 1 pm on the 2nd floor of City Hall. Members of this group will introduce the Alliance's Clean Air Action Plan that discusses ground-level ozone and some simple steps we can all take to reduce it in our community.

This is the first phase of a public education campaign. Citizens will begin to hear messages and see Public Service Announcements during "Ozone Season" which runs from April – October.

On Friday, we have invited the public to participate in two different events.

The first one is an opportunity for citizens to discard old tires free of charge at the Recycling Center. Partnering with Empire District Electric Company, Joplin residents and customers throughout Empire's service area can bring up to ten tires to this drop off event. We will be collecting tires from 9 a.m. to 3 p.m. on Friday, April 25. Recycling Center is located at 1310 West A Street.

At 11 a.m. Friday, the City and Empire are partnering again on an event. We will recognize Arbor Day – a day when we recognize the importance of trees in our yards, parks and community. It is being held at Parr Hill Park, and we'll have a short program then follow with a free tree giveaway to residents. Joplin's Parks and Recreation department, Empire District and Missouri Department of Conservation will have foresters there to help advise people in selecting a tree that is best suited for their location.

In addition, Joplin is hosting the annual conference for the Missouri Association of Public Administrators. The Joplin's Convention and Visitors Bureau recruited this group and have provided planning assistance for their conference. It begins on Wednesday morning with Mayor Seibert welcoming them to Joplin.

On Friday, Mayor Seibert will be meeting with the Young Democrats group at Joplin High School.

Fire Chief Mitch Randles gave an update on the weather precautions on the storm season and highlighted the storm shelters the school is putting in.

Adjourn to Work Session for discussion on Suarez Baseball Group proposals for Joe Becker stadium.

Parks and Recreation Director Chris Cotten briefed Council on the Joe Becker Stadium Complex. With him were Charlie Meyer, President of the Lincoln Nebraska Salt Dogs Ball Club, talking about what baseball brings to a community. Chad Greer, local architect, and Wayne and Kirk Morelock-Ross, from Springfield, also updated council on the developments on Joe Becker Stadium.

There being no further business the meeting adjourned at 7:10p.m.

Barbara L Hogelin

Respectfully submitted,

Barbara L. Hogelin, MMC/MPCC

City Clerk

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014

Item: RESOLUTION NO. 2014-009 - Acceptance of a Resolution from the State Emergency Management Agency - Hazardous Mitigation Program.

Originating Department: Public Works – Engineering

Attachments: 1) Resolution No. 2014-009
2) Excerpt from the Robert T Stafford Act

Engineering Department: Dan Johnson Date: 4-30-14
Department Head: Nicholas A. Heatherly Date: 4/30/14
Finance Department: Leslie Haase Date: 4-30-14
City Attorney: Brian W. Head Date: 4-30-14
Interim City Manager: Samuel L Anselm T.B. FOR SAM ANSELM Date: 4-30-14

INTRODUCTION: Approval of a Resolution from the State Emergency Management Agency for the acquisition of specific flood prone properties in the City of Joplin.

Background: In the Fall of 2013 City staff applied for a Hazard Mitigation Grant from the Federal Emergency Management Agency. In December of 2013 the State Emergency Management Agency informed the City that the grant had been awarded. The flood buyout of three properties has a project budget of $187,094.00 with the City's share of $46,774.00 and the Federal award of $140,320.00

Discussion: Per the administrative guidebook provided to City Staff at grant orientation, the City must adopt a resolution stating intent to seek federal funding through the hazard mitigation grant program, and authorizing the City Manager to pursue activities in an attempt to secure funding and identifying a project manager. The City must also adopt a Voluntary Buyout Policy.

Recommendation: Staff recommends approval of the Resolution.

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.

WHEREAS, The Robert T. Stafford Act, as amended, does include provisions for property acquisition and relocation assistance; and ,

WHEREAS, The City of Joplin does have areas of need which may be addressed through the Hazard Mitigation Grant Program.

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

Section 1. That the City of Joplin desires to participate with the Federal Emergency Management Agency and the State of Missouri Emergency Management Agency in plans and activities for the improvement of the community under the program.

Section 2. That funds approved under the aforementioned program are intended to be used toward acquisition and/or relocation of residential properties damaged by past flood events.

Section 3. That all properties purchased under this grant must be removed from the parcel of land in question. The land that is acquired through this grant will be owned by the City of Joplin and must be restricted as to future use. By submitting this application, the city asserts that an evaluation has been conducted of all potential non-open space needs for this land including use for flood control. The city has determined that there are no such needs identified and therefore, the city is, with full knowledge, willing to commit to the purchase of this land and the placement of a permanent and irrevocable deed restriction that will prohibit future non-open space use including levees, flood walls and other flood control structures. The enclosed excerpt from the Robert T. Stafford Act, as amended, has been reviewed and is understood.

Section 4. That the Mayor of the City of Joplin, Missouri, be, and hereby is, authorized to prepare, submit and execute an application to the State of Missouri Emergency Management Agency to pursue funding to conduct a hazard mitigation project using State of Missouri and FEMA funds under the aforementioned program.

Section 5. That the City Manager of the City of Joplin, Missouri, be and is hereby designated as the Project Manager, who shall act as the point-of-contact for the program participants, State officials and contractors.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, on the _____

day of May, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

Portion of the Stafford Act, as Amended

Section 404 (b)(2):

An acquisition or relocation project shall be eligible to receive assistance pursuant to paragraph (1) only if

(A) the applicant for the assistance is otherwise eligible to receive assistance under the hazard mitigation grant program established under subsection (a) of this section; and

(B) on or after December 3, 1993, the applicant for the assistance enters into an agreement with the Director that provides assurances that

(1) any property acquired, accepted, or from which a structure will be removed pursuant to the project will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) no new structure will be erected on property acquired, accepted or from which a structure was removed under the acquisition or relocation program other than
   (1) a public facility that is open on all sides and functionally related to a designated open space;
   (2) a restroom; or
   (3) a structure that the Director approves in writing before the commencement of the construction of the structure; and

(3) after receipt of the assistance, with respect to any property acquired, accepted or from which a structure was removed under the acquisition or relocation program
   (1) no subsequent application for additional disaster assistance for any purpose will be made by the recipient to any Federal entity; and
   (2) no assistance referred to in subclause (I) will be provided to the applicant by any Federal source.

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.

WHEREAS, on Thursday, May 1, 2014, Larry Kohler retired from active service with the City of Joplin Public Works Department.

WHEREAS, Larry Kohler served residents of Joplin in an outstanding manner during 11 years of service over his career, and

WHEREAS, upon his departure the people of Joplin wish to extend recognition and appreciation to Larry Kohler for his many contributions through the years.

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

Section 1. The City of Joplin does hereby recognize and extend appreciation to Larry Kohler for service of Eleven Years to the City of Joplin in the Public Works Department and residents of this great city.

Section 2. That the people of Joplin, Missouri do hereby extend best wishes to Larry for many enjoyable and successful years.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the 5th day of May, 2014.

Michael L Seibert. Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014

Item: FY 2014 CDBG & HOME Action Plan
Originating Department: Planning & Community Development

Attachments: 1) 2014 CDBG & HOME Action Plan
2) Resolution No. 2014-012

Department Head: Nick Heatherly NH Date: 4/28/14
Planning & Community Development Manager: Troy Bolander: T.B. Date: 4-28-14
Finance Department: Leslie Haase LH Date: 4-29-14
City Attorney: Brian Head BH Date: 4-28-14
Interim City Manager: Sam Anselm Date: 4/25/14

Recommended Action: Approval of Resolution No. 2014-012

DISCUSSION:

The following is an annual resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2014. The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document.

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

Two public hearings (November 12, 2013 at "Neighborhood Life House", a community Non-profit agency and February 27th, 2014 at the Senior Center);
Two 30 day public comment periods (November 13th – December 13th, 2013 and February 28th – March 31st, 2014);
An advertised application period for public service grants (November 13th – December 13th of 2013);
A public meeting was held on January 21, 2014 to allow public service grantees to present their project/proposals to the CDBG City Council sub-committee;

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

FY 2014 allocations are $504,300.00 in CDBG assistance and $402,630.00 in HOME assistance.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

City of

Joplin

MISSOURI

Community Development Block Grant
and
HOME Partnership Investment Program

FY2014

ACTION PLAN

Annual Action Plan

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

Narrative Responses

ACTION PLAN

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

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

Executive Summary 91.220(b)

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

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

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

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

The HOME Consortium will continue to help Joplin and the surrounding communities' better address housing needs in the area. Planned projects for FY2014 will include: an owner-occupied rehabilitation program, The CHDO's acquisition and rehabilitation program and/or homebuyer new construction, and the Joplin Area Habitat for Humanity's homebuyers new construction project. All programs will improve, increase, and/or maintain affordable housing in the region. These projects will be managed by outside agencies.

Citizen Participation 91.200 and 91.220(b)

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

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

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

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

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

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

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

The following public meeting/hearings were conducted to gather input in the development of the FY2014 One Year Action Plan:

1. A public hearing was held to gather input for the development of the One-year Action Plan and distribute public service grants applications. This first public hearing was held on November 12, 2013, with a 30 day public comment period from November 13th to December 13th, 2013. The application period for public service grants was November 12th to December 13th of 2013. This hearing was held at "Life House", a community non-profit agency and community center, located in close proximity to the City's third Neighborhood Improvement District which is located in a LMI Census Tract.
2. On January 21st, 2014, a sub-committee of the Joplin City Council held a meeting where all public service applicants presented their project/proposals in an open forum.
3. The second public hearing took place on February 25, 2014 with a 30 day public comment period from February 25th to March 28th, 2014. This hearing was held at the Area Agency on Aging, a local senior center. This center is located near on the same complex as units owned by the Joplin Housing Authority and is located in an LMI Census Tract.
4. On May 5Th 2014, the FY2014 One Year Action Plan was presented to City Council for formal adoption by a Resolution.

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

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

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

Sign in sheet for the first public hearing held November 21, 2013.

SIGN IN SHEET
2014 CDBG PUBLIC MEETING – PUBLIC SERVICE GRANT
DATE OF BID OPENING: November 12, 2013 5:30 p.m.

PLEASE PRINT

NAME	COMPANY	PHONE	FAX	E-MAIL
Ryan Melton	United Way	417-529-9608		rmelton@unitedwaymoken.org
Mary Beth Yeakey	Economic Security	417-781-4437		myeakey@escswa.org
Stan Heater	AAA	781-7562		sheater@aaaregion.org
Stephanie Brady	The Independent Living Ctr.	659-8086		sbrady@ilcenter.org
Liz Erickson	Children's Haven	437-6130		ch-liz@att.net
Bailey Stehm	Joplin Schools	417 389 1930		baileystehm@joplinschools.org
Meg Hulsey	Art Feeds	417-483-8491		meg@artfeeds.org
P. Clark	COJ	417-820		
Jonathan Raiche	C.O.J			

Affidavit of Publication for the first public hearing held November 12, 2013.

THE JOPLIN
GLOBE

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

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



AFFIDAVIT OF PUBLICATION

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

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

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 10/28/2013	10/28/2013	LEGAL 059/FY14	1	251.88

Mandy O. Williams (Business Manager)
Mandy O. Williams

Subscribed and sworn to before me this 28th day of

October, 2013

Diana J. Crouch Notary Public
Diana J. Crouch/11146002
02/21/2015

Sign in sheet for the second public hearing held February 27th, 2014.

Please Print

Public Hearing - CDBG & HOME Program; FY2014 Action Plan

Date: February 27, 2014 **Time: 11:30 a.m. - 12:30 p.m.** **Place: Area Agency on Aging, 2204 South Connor Ave.**

Name:	Agency:	Address:	Phone:	E-Mail Address:
PATRICK F. CLARK	COJ		417-624-0820	pclark@joplinmo.org
John Rains			781-1648	john-40@sbcglobal.net
Leroy Potter	Lions Club	2011 S. Wall. Joplin	438-0877	Lpotter7@sbcglobal.net

Affidavit of Publication for the second public hearing held February 26th, 2014.

THE JOPLIN GLOBE

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

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

AFFIDAVIT OF PUBLICATION

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

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

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 02/12/2014	02/12/2014	LEGAL 247/ACTIO	1	271.25


(First Published February 12, 2014)
Publication Receipt
Date of Publication: February 12, 2014
Date of Expiration: March 31, 2014
Planning & Community Development
602 South Main Street
Joplin, Missouri 64801
417-624-0820
The City of Joplin is developing its 5-year Action Plan (FY 2014) for submission to the U.S. Department of Housing and Urban Development (HUD). The Community Development Block Grant (CDBG) program and the Home Investment Partnership (HOME) program are two of the federal programs administered by HUD. CDBG funds are used for projects that benefit low and moderate income persons, prevent or eliminate slum and blight conditions, and address urgent community development needs. HOME funds are used for projects that benefit low and moderate income persons.
The estimated amount of CDBG funds to be received for fiscal year 2014 is $248,248. The estimated amount of HOME funds to be received for fiscal year 2014 is $97,896. All funds amounts are contingent upon confirmation from HUD. The City of Joplin is a entitlement city for the CDBG program and is a participating jurisdiction for the HOME program. CDBG and HOME funding must primarily be used for projects that benefit low and moderate income persons.
A public meeting will be held on Thursday, February 27, 2014 at 11:30 a.m. - 12:30 p.m. at the Area Agency on Aging 2202 S. Jackson Ave. The purpose of the meeting will be to discuss and provide an opportunity to comment on proposed activities, programs performance and goals/objectives of federal programs for housing and community development needs for the development of the Consolidated Action Plan. This funding is subject to approval by the Joplin City Council.
Any individual, group, or agency may submit written comments on the FY 2014 Action Plan to the City of Joplin. The comment period will begin on February 28, 2014 and end on March 31, 2014. All comments received during this period will be considered by the City of Joplin prior to authorizing submission of a request for release of funds. Comments should be sent to the Planning & Community Development Office at the address listed above.
For additional information, please contact Patrick Clark at (417) 624-0820 Extension 539.
If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Extension 220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.
Troy Bolander
Planning & Community Development Director
City of Joplin, Missouri
(247)

Mandy O. Williams
(Business Manager)
Mandy O. Williams

Subscribed and sworn to before me this 12th day of February, 2014

Diana J. Crouch
Notary Public
Diana J. Crouch/11146002
02/21/2015

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

No public comments were received during the comment periods.

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

Not applicable, due to no public comments received.

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

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

For FY2014, there will be two primary sources of federal funds. The first will be the City of Joplin's Community Development Block Grant (CDBG) entitlement funds, as outlined in the following budget summary in the amount of $504,300.00. Additional federal funds will also be provided through the Home Investment Partnership Investment Program (HOME). The Joplin HOME Consortium is comprised of the cities of Joplin, Carthage, Webb City, Carl Junction, Carterville, Sarcoxie, Oronogo, Airport Drive, Neck City, City of Duquesne, City of Purcell and Jasper County. The Consortium was joined in FY2013 by the City of Duquesne and the City of Purcell. Joplin acts as the "participating jurisdiction" (PJ) and the FY2014 funding allocation is in the amount of $402,630.00. Program income may be created through the CHDO acquisition and rehabilitation program due to the affordability period requirements of the program.

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

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

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

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

Community Development Block Grant Program

Fiscal Year 2014

Finalized BUDGET

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

Neighborhood Revitalization Activities	
Infrastructure Improvements	$ 356,530.28
Description: funding used for infrastructure improvements in LMI neighborhoods.	
Sub Total	**$ 356,530.28**
Public Service Activities (15% Max – $75,645.00)	
Area Agency on Aging	$ 7,926.00
The Independent Living Center	$ 7,500.00
Lafayette House	$ 14,483.72
Homeless Coalition	$ 17,000.00
Description: Provides funding for homeless database required by HUD.	
Sub Total	**$ 46,909.72**
Program Administration Activities	
Community Housing Resource Board (subject to 20% Administration cap)	$ 2,500.00
Description: Provides funding for fair housing activities required by HUD.	
Administration & Planning (20% max. = $100,860)	$ 98,360.00
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.	
Sub Total	**$ 100,860.00**
TOTAL FY2014 CDBG BUDGET	**$ 504,300.00**

Joplin HOME Consortium Program

Fiscal Year 2014

Finalized BUDGET

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

Housing Rehabilitation Activities – ESC	$ 136,183.50
Description: Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.	Approx. 6 homes
CHDO Activities – ESC ($60,394.50=15% HUD Min. set-aside)	$ 90,000.00
Description: A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.	1 home
Homebuyer New Construction Activities – JAHFH	$ 136,183.50
Description: Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.	2 homes
Program Administration Activities – City of Joplin	$ 40,263.00
Description: Pro-rata share of Planning/ Community Development staff and overhead.	
TOTAL FY2014 HOME BUDGET	**$ 402,630**

RESERVED

Annual Objectives 91.220(c)(3)

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

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

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

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

Table 3A
Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective *
	Rental Housing Objectives					
	Non-applicable					
	Owner Housing Objectives					
OH-1	Owner-occupied Rehab	HOME	LMI Household	6		DH-3
OH-2	CHDO – New Construction	HOME	LMI Household	1		DH-2
OH-3	Habitat for Humanity	HOME	LMI Household	2		DH-2
	Homeless Objectives					
H-1	Homeless Coalition	CDBG	LMI – LC	1500		SL-1
	Special Needs Objectives					
	Community Development Objectives					
	Non-applicable					
	Infrastructure Objectives					
I-1	Infrastructure Improvements	CDBG	LMI Area CTs	17,000		SL-1
	Public Facilities Objectives					
	Non-applicable					
	Public Services Objectives					
PS-1	Area Agency on Aging	CDBG	LMI - LC	913		SL-1
PS-2	The Independent Living Center	CDBG	LMI - LC	1800		SL-1
PS-3	Lafayette House	CDBG	LMI - LC	900		SL-1
	Economic Development Objectives					
	Non-applicable					
	Other Objectives					
	Non-applicable					

***Outcome/Objective Codes**

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

Description of Activities 91.220(d) and (e)

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

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

Neighborhood Revitalization Project
The City of Joplin remains committed to improving the condition of LMI neighborhoods within the City. The city will undertake infrastructure improvements through targeting areas in need of repair as identified by residents of the neighborhoods. These improvements will be located in census tracts identified as LMI and will be an ongoing program in future years. *The City has budgeted $ 356,530.28 of FY2014 CDBG funds for infrastructure improvements in LMI neighborhoods. It is anticipated that a maximum of 17,194 LMI persons could benefit from this activity based on an area benefit standard.*

Public Service Activities
The following activities have been selected by a subcommittee of the City Council to assist public service agencies with proposed projects anticipated to be completed during FY2014. The funding amount for public service activities represents approximately 15% of total allocated CDBG program funds. This amount includes those funds not truly considered public service activities as defined by HUD.

Area Agency on Aging has requested funding to replace two steam tables with one new hot table and on cold table in addition to replacing cabinets and countertops at the Joplin Senior Center. *The City has chosen to fund the request for assistance in the amount of $7,926.00 of FY2014 CDBG funds. An anticipated 913 LMI individuals will benefit from this assistance.*

Independent Living Center has requested funding to purchase food, necessary toiletries and cleaning supplies in addition to providing educational workshops to support the Food Pantry program. The workshops will provide nutritional information and educate seniors on how to cook nutritionally on a limited budget. *The City has chosen to fund the request for assistance in the amount of $7,500.00 of FY2014 CDBG funds. An anticipated 1800 LMI households will benefit from this assistance.*

Lafayette House has requested funding to removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons. Improvements will consist of adding 2 stair lifts and paving sidewalk around the shelter building. *The City has chosen to fund the request for assistance in the amount of $14,483.72 of FY2014 CDBG funds. An anticipated 900 LMI individuals will benefit from this assistance.*

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, will receive funds to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. A city subcommittee decided that due to the importance of this system, it should be funded on an annual basis. *The City has budgeted $17,000.00 of FY2014 CDBG funds for the annual maintenance of the HMIS.*

HOME Rehabilitation Project
For FY2014, the Economic Security Corporation of Southwest Missouri (a local non-profit CDC based out of Joplin) will manage the owner-occupied housing rehabilitation program. ESC has extensive experience in working with the Missouri Housing Development Commission (MHDC) HeRO Program for the rehabilitation of owner-occupied homes in the Joplin region. Assistance will be provided to owner-occupied LMI families to bring their homes up to local building code standards. The maximum assistance available will be $25,000 (hard cost) per house plus additional eligible related project soft costs. Project management and administration is provided by ESC. Any resident who owns their own home located in any of the member communities or unincorporated areas of Jasper County will be eligible to apply to the

program. Applicants will be chosen based on many factors including the home's condition, household characteristics, and a reasonably fair distribution of funds to Consortium members based on market demand. *The City has budgeted $136,183.50 of FY2014 HOME funds for rehabilitation with approximately six (6) households proposed to benefit from the assistance.*

HOME CHDO Project
There is a required 15% set-aside for Community Housing Development Organizations (CHDO) for the HOME program. The New Construction Program will be utilized in FY2014 through Economic Security Corporation in order to meet the set-aside requirement. The Consortium considered two organizations for CHDO funding this year and the decision was made to fund ESC. The intent of the New Construction Program is for the CHDO to purchase vacant property, build an affordable home, and resell the property to eligible LMI families. The CHDO does not intend to purchase occupied property. *The City has budgeted $90,000 of FY2014 HOME funds for the CHDO New Construction program, with one (1) household proposed to benefit from the assistance.*

HOME Homebuyers New Construction Project
For FY2014, the City of Joplin and HOME Consortium plan to support the Joplin Area Habitat for Humanity in the development of new homes located in member communities. Local donations to Habitat including cash, labor and materials will also be the primary source of the required 25% match to HOME funds. *The City has budgeted $136,183.50 of FY2014 HOME funds for new construction, with two (2) families proposed to benefit from the assistance.*

Program Administration Activities
The Community Housing Resource Board (CHRB) has been a long standing committee organized for the promotion of fair housing activities supporting public awareness. The City of Joplin's CDBG program has funded $2,500.00 annually to the CHRB, with the Joplin Housing Authority matching that amount. *The City has again budgeted $2,500.00 of FY2014 CDBG funds to promote the CHRB's activities. This activity is subject to the CDBG 20% administration cap.*

Program administration and planning cost will provide Planning/Community Development staff with planning, compliance review, reporting, subrecipient management, program accounting, and other HUD required CDBG and HOME program needs. The administrative costs include the salary and benefits of the Planning/Community Development Staff. *The City has budgeted $98,360.00of FY2014 CDBG funds and $ 40,263.00 of FY2014 HOME funds for Program Administration Activities.*

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

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Infrastructure

Project
Neighborhood Revitalization Activities

Activity
Infrastructure Improvements

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

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

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

Specific Objective Number I-1	Project ID
HUD Matrix Code 03	CDBG Citation 570.201 (c)
Type of Recipient	CDBG National Objective LMI-Area
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator People Assisted	Annual Units 17,194
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$356,530.28
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$356,530.28

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Area Agency on Aging

Description
Area Agency on Aging has requested funding to replace two steam tables with one new hot table and on cold table in addition to replacing cabinets and countertops at the Joplin Senior Center.

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

Location/Target Area:

(Street Address): 2202 S Jackson Street
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-2	Project ID
HUD Matrix Code 05L	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-LC
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator People Assisted	Annual Units 913
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$7,926.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$7,926.00

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Lafayette House

Description
Lafayette House has requested funding to removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons. Improvements will consist of adding 2 stair lifts and paving sidewalk around the shelter building

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

Location/Target Area:

(Street Address): 809 S Connor Ave
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-2	Project ID
HUD Matrix Code 05L	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-LC
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator People Assisted	Annual Units 900
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$14,483.72
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$14,483.72

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
The Independent Living Center

Description
Independent Living Center has requested funding to purchase food, necessary toiletries and cleaning supplies in addition to providing educational workshops to support the Food Pantry program. The workshops will provide nutritional information and educate seniors on how to cook nutritionally on a limited budget.

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

Location/Target Area:

(Street Address): 2639 E 34th St
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-1	Project ID
HUD Matrix Code 05	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI- Presumed Benefit
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator People Assisted	Annual Units 1800
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$7,500.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$7,500.00

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Homeless

Project
Public Service Activities

Activity
Homeless Coalition

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

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

Location/Target Area:

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

Specific Objective Number H-1	Project ID
HUD Matrix Code 03T	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-Presumed Benefit
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People Assisted	Annual Units 1500
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$17,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$17,000

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Fair housing

Project
Administration Activities

Activity
Community Housing Resource Board (CHRB)

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

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

Location/Target Area:

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

Specific Objective Number	Project ID
HUD Matrix Code 21D	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator	Annual Units
Local ID	Units Upon Completion

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

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Rehabilitation Activities

Activity
ESC Homeowner Rehabilitation

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

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

Location/Target Area:

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

Specific Objective Number OH-1	Project ID
HUD Matrix Code 14A	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator	Annual Units 6
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$136,183.50
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$136,183.50

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Activities

Activity
CHDO New Construction

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

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

Location/Target Area:

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

Specific Objective Number OH-2	Project ID
HUD Matrix Code 14G	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator	Annual Units 1
Local ID	Units Upon Completion

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

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

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Activities

Activity
Homebuyer New Construction- JAHFH

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

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

Location/Target Area:

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

Specific Objective Number OH-3	Project ID
HUD Matrix Code 12	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator	Annual Units 2
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$136,183.50
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$136,183.50

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

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

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

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

The City has also recently initiated a Neighborhood Improvement District (NID) philosophy to designate smaller target neighborhoods in which the CDBG and HOME funding is used. The majority of CDBG funds for this area are budgeted for infrastructure improvements for an estimated $ 356,530.28 and are expected to benefit the existing LMI census tracts.

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

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

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

Annual Affordable Housing Goals 91.220(g)

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

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

The three HOME activities include Economic Security Corporation's (ESC) Homeowner Rehabilitation Program, CHDO New Construction and Habitat for Humanity New Construction. ESC's activity is proposed to rehabilitate approx. six low-income homeowner units in 2014 at a cost of $136,183.50. The CHDO activity for $90,000 is proposed to develop one unit for purchase by a low-income homeowner. Habitat for Humanity proposed to assist two families in 2014 at a cost of $136,183.50.

Table 3B
ANNUAL AFFORDABLE HOUSING COMPLETION GOALS

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

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

Public Housing 91.220(h)

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

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

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

This does not apply to the Joplin Housing Authority.

Homeless and Special Needs 91.220(i)

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

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

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

The following FY2014 CDBG activities aim to address the needs of persons that are not homeless: Neighborhood Revitalization Activities ($ 356,530.28), the Area Agency on Aging ($7,926.00), the Independent Living Center ($7,500.00) and the Lafayette House ($14,483.72). All of these activities are described in detail under "Description of Activities".

The following FY2014 HOME activities aim to address the needs of persons that are not homeless: Housing Rehabilitation Activities ($136,183.50), CHDO Activities ($90,000) and Joplin Area Habitat Homebuyer New Construction ($136,183.50)

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

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

Barriers to Affordable Housing 91.220(j)

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

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

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

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

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

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

Progress: An external analysis was completed and presented to City Staff and local housing partners in January of 2013. This presentation was completed by the St Louis Metropolitan Equal Housing and Opportunity Center. The final results are pending and will be incorporated as much as possible into the City's Code update planned for 2014.

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

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

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

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

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

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

Objective 3: Promote and Encourage ADA/Universal Design.

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

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

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

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

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

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

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

Progress: The 2014 Comprehensive Analysis in currently in progress by Bowen National Research. Housing gap by tenure and income segment will be calculated in this survey in addition to the existing characteristics of rental housing in the Joplin area.

Objective 5: Provide assistance for utility deposits and fees.

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

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

Other Actions 91.220(k)

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

FY2014 activities that will address underserved needs of the community will consist of the following Public Service activities. These help with services for the elderly (Area Agency on Aging), services for persons with disabilities and the elderly (Independent Living Center) and accessibility improvements (Lafayette House).

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

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

The City will continue its partnership with ESC and Habitat for Humanity as subrecipients of the HOME funds. The above listed Grant recipients will also serve as institutions to help carry out the public services for this FY2014.

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

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

PROGRAM SPECIFIC REQUIREMENTS

CDBG 91.220(l)(1)

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

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

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

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

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

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

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

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

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

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

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

Joplin does not operate any float-funded activities.

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

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

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

The amount of non-administrative funds for FY2014 CDBG projects are expected to benefit low and moderate income persons for a total expected funding amount of $403,440.00.

HOME 91.220(l)(1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOPWA 91.220(l)(3)

1. **One year goals for the number of households to be provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family, tenant-based rental assistance, units provided in housing facilities that are being developed, leased, or operated.**

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

OTHER NARRATIVES AND ATTACHMENTS

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

MONITORING

CDBG

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

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

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

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

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

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

HOME

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

priority for all entities, especially the CHDO who plans to turn over their funds as soon as possible to provide future matching funds for the program.

For the Owner-Occupied Rehabilitation Program, Joplin staff will meet with ESC to review their project files at certain pre-determined milestones including pre application phase, project selection (and environmental review), and periodic reviews of project completions. The periodic reviews will be conducted while the activity is underway. Each rehab will be required to obtain a building permit from each applicable jurisdiction. Joplin will provide inspectors for those areas, including the unincorporated portion of the County, where there are no required permits. The 2006 International Building Code will be used in the areas Joplin will cover outside the Joplin city limits.

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

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

CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature/Authorized Official Date

City Manager

Title

Specific CDBG Certifications

The Entitlement Community certifies that:

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

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

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

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

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

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2014 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

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

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

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

Excessive Force –It has adopted and is enforcing:

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

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

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

Compliance with Laws – It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

City Manager

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

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

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

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

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

_____ _____

Signature/Authorized Official Date

City Manager

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

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

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

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

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

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

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

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

602 S. Main Street
Joplin,
Jasper County
Missouri 64801

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

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

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

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

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

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

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or

involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [ ] New
- [x] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: B-14-MC-29-0008

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Joplin

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

* c. Organizational DUNS: 0106498460000

d. Address:

* Street1: 602 S Main St

Street2:

* City: Joplin

County/Parish:

* State: MO: Missouri

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 64801

e. Organizational Unit:

Department Name: Public Works

Division Name: Community Development

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

Prefix: Mr.

* First Name: Troy

Middle Name:

* Last Name: Bolander

Suffix:

Title: Planning & Community Development Director

Organizational Affiliation:

* Telephone Number: 417-624-0820 ext. 541

Fax Number:

* Email: tbolande@joplinmo.org

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Community Planning & Development, Housing and Urban Developm

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

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

City of Joplin.pdf | Add Attachment | Delete Attachment | View Attachment

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

Neighborhood Revitalization, Public Service Activities and Administrative Activities

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 7th
* b. Program/Project: 7th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2014
* b. End Date: 06/30/2015

18. Estimated Funding ($):

* a. Federal	504,300.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	504,300.00

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

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

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

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

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix:	Mr.
* First Name:	Samuel
Middle Name:	L
* Last Name:	Anselm
Suffix:	
* Title:	City Manager
* Telephone Number:	417-624-0820
Fax Number:	
* Email:	SAnselm@Joplinmo.org
* Signature of Authorized Representative:	
* Date Signed:	

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

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

* 3. Date Received:	4. Applicant Identifier:
	M14-DC-290209

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Joplin
* b. Employer/Taxpayer Identification Number (EIN/TIN):	44-6000019
* c. Organizational DUNS:	0106498460000

d. Address:

* Street1:	602 S Main St
Street2:	
* City:	Joplin
County/Parish:	
* State:	MO: Missouri
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	64801

e. Organizational Unit:

Department Name:	Division Name:
Public Works	Community Development

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

Prefix:	Mr.	* First Name:	Troy
Middle Name:			
* Last Name:	Bolander		
Suffix:			

Title:	Planning & Community Development Director
Organizational Affiliation:	
* Telephone Number:	417-624-0820 ext. 541
Fax Number:	
* Email:	tbolande@joplinmo.org

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Community Planning & Development, Housing and Urban Developm

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

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

City of Joplin.pdf | Add Attachment | Delete Attachment | View Attachment

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

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

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 7th

* b. Program/Project: 7th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2014

* b. End Date: 06/30/2015

18. Estimated Funding ($):

* a. Federal	402,630.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	402,630.00

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

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

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

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

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. * First Name: Samuel

Middle Name: L

* Last Name: Anselm

Suffix:

* Title: City Manager

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

* Email: SAnselm@Joplinmo.org

* Signature of Authorized Representative: * Date Signed:

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.

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

Section 1. That the City of Joplin file a One Year Action Plan for fiscal year 2014 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the amount of $504,300.00 and the Joplin Consortium HOME Investment Partnership Program grant in the amount of $402,630.00 with the U.S. Department of Housing and Urban Development.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ Day of _____, 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 5, 2014

ITEM: Council Bill No. 2014-013 approving and authorizing payment of the Commissioners' Award and payment of the Commissioners' Fees in the condemnation matter of City of Joplin v. Randal A. Kraft and Shelly A. Kraft.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2014-013.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 4/30/14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 4/30/14
PUBLIC WORKS:	Nick Heatherly	**DATE:** 4/30/14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 4-30-14

INTRODUCTION:

This Council Bill approves and authorizes payment of the Commissioners' Award and payment of the Commissioners' fees for the City's acquisition of property owned by Randal A. & Shelly A. Kraft located at or near 2001 Wisconsin in Joplin.

DISCUSSION:

The acquisition of the Kraft property is required to facilitate the 20th Street Grade Separation TIGER Grant Project. The City entered into negotiations with Randal & Shelly Kraft to acquire a voluntary acquisition of the necessary right-of-way, and when those negotiations were not successful, the Council authorized the institution of a condemnation proceeding through Ordinance No. 2013-240, on October 21st, 2013. The Court appointed three Commissioners to assess damages for the taking. The Commissioners viewed the property and recently filed their Report of Commissioners with the Jasper County Circuit Court. The Commissioners' Report, signed by all three (3) Commissioners, found damages for the total acquisition of this property to be the sum of One Hundred Twenty-Seven Thousand Dollars ($127,000.00). In addition, the Commissioners, Seth Dermott, Ed August, Jr., and Troy Salchow, submitted a fee bill for their time on this project, in the total amount of Four Thousand, Five Hundred Dollars, ($4,500.00). We recommend payment of these amounts into the Court at this time so that the City may take possession of the property and allow the project to proceed to conclusion.

RECOMMENDATION:

Staff recommends this Council Bill be adopted on an emergency basis.

PCE:ab
attachments

COUNCIL BILL NO. 2014-013 ORDINANCE NO.

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.

WHEREAS, the City of Joplin, Missouri, has commenced a condemnation action for the acquisition of certain real property for public use necessary to facilitate the 20th Street Grade Separation TIGER Grant Project in the City of Joplin, in a case styled City of Joplin, Missouri v. Randal A. Kraft and Shelly A. Kraft, et al, Case No. 14AO-CC00088, filed on March 11, 2014, in the Circuit Court of Jasper County, Missouri, at Joplin; and,

WHEREAS, on April 29, 2014, the Report of Commissioners was filed, setting the amount of compensation for the interest to be acquired from Randal A. Kraft and Shelly A. Kraft, husband and wife, in the total amount of One Hundred Twenty-Seven Thousand Dollars ($127,000.00), and the Commissioners' Fee Bill was filed in the office of the Circuit Clerk of Jasper County, Missouri, setting the Commissioners' Fees in the total amount of Four Thousand, Five Hundred Dollars, No Cents ($4,500.00).

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

Section 1. That payment of the Commissioners' Award in the total amount of One Hundred Twenty-Seven Thousand Dollars ($127,000.00), and the Commissioners' Fees in the total amount of Four Thousand, Five Hundred Dollars ($4,500.00), is hereby authorized and directed to be made to the Circuit Clerk of Jasper County, Missouri, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522.

Section 2. That this Ordinance dealing with 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, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: May 5, 2014

ITEM: Council Bill No. 2014-014 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.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-014; Exhibit "A" (CIP list)

DEPARTMENT HEAD:	Brian W. Head BWH	**DATE:** 4/30/14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 4/30/14
CITY CLERK:	Barbara Hogelin BH	**DATE:** 4/30/14
PUBLIC WORKS DEPT:	Nick Heatherly nah	**DATE** 4/30/14
FINANCE DEPARTMENT:	Leslie Haase LH by SM	**DATE:** 4-30-14

INTRODUCTION:

This Council Bill calls for an election to place the renewal of a three-eighths (3/8th) cent capital improvements sales tax before the voters on August 5, 2014.

DISCUSSION:

In 2004, the voters of the City of Joplin approved a three-eighths (3/8th) cent capital improvements sales tax with a ten year sunset to fund major transportation needs, such as the widening of Connecticut Street with a railroad overpass, improvements at 32nd & Main Street intersection, the Zora & Main overpass, as well as many other projects. This tax expires on December 31, 2014. This sales tax is the only revenue source available to fund large transportation related projects. The half-cent (1/2) transportation sales tax funds maintenance type services such as street cleaning, city-wide transportation, traffic signals and signs, and street maintenance, including the various methods of the resurfacing of streets.

In January of 2014, City Council appointed a citizens task force to review additional needed major transportation related projects. The unfunded needs list totaled nearly $204 million in various projects. After the committee reviewed the projects, they prioritized them in the attached "Exhibit A" list. The recommended project list from the committee totals an estimated cost of $51,653,000. If the tax is renewed, it is estimated that $46 million will be generated in revenue over a ten-year period. Due to cost-savings measures, cost sharing with state and local partners, additional grants, and sales tax collections from the first ten-year tax, it is projected there will be monies available to fund the

additional cost of the recommended projects.

The Committee also voted to recommend that the Council place before the voters the renewal of a three-eighths (3/8th) cent capital improvements sales tax for a period of ten years on the August 5, 2014 ballot. If it is renewed by the voters, August is the last available election that will allow for an uninterrupted flow of sales tax proceeds. Capital Improvements Sales Tax is a specific provision in the Statutes of the State of Missouri that allows for the use of sales tax up to one-half (1/2) cent for capital improvement related needs. If this tax were to be approved by the voters, it would go into effect on January 1, 2015 and sunset on December 31, 2024.

RECOMMENDATION.

Staff recommends this Council Bill be passed on an emergency basis.

BWH/LH:ab
attachment

EXHIBIT "A"

CITY OF JOPLIN
CAPITAL IMPROVEMENT SALES TAX PROJECT LIST
AS OF MARCH 11, 2014

ROADWAY	ROADWAY DESCRIPTION	PROJECTED COST
32nd Street	Schifferdecker to Country Club-Improve from 2 lanes to 3 lanes	5,939,000
32nd Street	Country Club to Central City Road-Improve from 2 lanes to 3 lanes	6,220,000
Citywide	Neighborhood Transportation Improvements	1,500,000
Citywide	Street Surface Repair	2,500,000
Citywide	Intersection Improvements	2,500,000
Connecticut	32nd to 44th-Improve from 2 lanes to 5 lanes	8,085,000
44th Street	Rangeline to Connecticut-Improve from 2 lanes to 5 lanes	6,135,000
Zora	Rangeline to MO 249-Improve from 2 lanes to 3 lane	3,308,000
Connecticut	Overpass at I-44-Improve overpass to 4 lanes	5,374,000
6th Street	6th Street & Virginia Parking Garage modifications	2,687,000
20th Street	20th-Schifferdecker to Country Club Road-Right of Way	720,000
20th Street	20th-Schifferdecker to Country Club Road-3 Lanes	5,112,000
Jackson	Bridge Replacement at Shoal Creek (Partner with Newton County)	973,000
Schifferdecker	New Bridge at Turkey Creek and connection with Zora (Partner with Jasper Co/JSRD)	600,000
	TOTAL	51,653,000

COUNCIL BILL NO. 2014-014 ORDINANCE NO.

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.

WHEREAS, on August 3, 2004, the electors of the City of Joplin passed a 3/8ths cent Capital Improvements Sales Tax to fund major transportation projects; and,

WHEREAS, the City of Joplin is desirous of continuing to fund major transportation projects within the City with the renewal of the Capital Improvements Sales Tax; and,

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the electors of the City of Joplin at a Special Election to be held in the City on August 5, 2014, the question of whether or not to extend a Capital Improvements Sales Tax of three-eighths (3/8ths) of one percent (1%) for a period of ten (10) years.

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

Section 1. That there be submitted to the qualified electors of the City of Joplin, Missouri, at a Special Election to be held in said City on the 5th day of August, 2014, the following question concerning whether the City of Joplin shall extend a Capital Improvements Sales Tax, pursuant to the provisions of V.A.M.S. §94.577, et. seq., said question to be as follows:

> "SHALL THE CITY OF JOPLIN, MISSOURI, EXTEND A 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?
>
> If passed, the continued sales tax would commence at 12:01 a.m. on the first day of January, 2015."

Section 2. That said election shall be governed in all things by the provisions of the statutes of Missouri and the Charter and Ordinances of the City of Joplin, Missouri, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this Ordinance; that said election shall be held at the respective voting districts of said

City as set out in a Notice to be published by the County Clerks of Newton and Jasper County, Missouri, according to law. Said Notice shall include the questions to be submitted as set forth herein, to be published by the County Clerks of Newton and Jasper Counties, in papers of general circulation in Newton and Jasper Counties, Missouri, the publications of which to occur in accordance with Missouri law.

Section 3. That the City Clerk shall prepare and execute the form of the Notice of said election and shall transmit the same to the County Clerks of Newton and Jasper Counties, and request that they conduct said election as required by law.

Section 4. That the ballot shall be in substantially the following form:

. . . . . .

"OFFICIAL BALLOT

Election - Tuesday, August 5, 2014

PROPOSITION "A"

"SHALL THE CITY OF JOPLIN, MISSOURI, EXTEND A 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?

Yes. ←—

No. ←—

Instructions to Voters

TO vote IN FAVOR OF the proposition, complete the arrow next to the word "YES".

TO vote AGAINST the proposition, complete the arrow next to the word "NO". "

If passed, the continued sales tax would commence at 12:01 a. m., on the first day of January, 2015."

Section 5. That the City Clerk shall canvas the results of the election as verified by the Newton and Jasper County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 6. That, if passed by the electors of the City of Joplin, this 3/8ths of one percent sales tax will be effective at 12:01 a.m., on the 1st day of April, 2015.

Section 7. That this Ordinance, being an Ordinance submitting a proposition to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: May 5, 2014

ITEM: Council Bill No. 2014-015 approving a Lease Agreement by and between the City of Joplin, Missouri, and PRO BASEBALL MANAGEMENT, LLC, a Wyoming Limited Liability Company, dealing generally with the lease of the land and improvements at the Joe Becker Stadium to accommodate the location of a minor league baseball team.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-015, Exhibit "A" – Lease Agreement.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 4/30/14
INTERIM CITY MANAGER:	Sam Anselm T.O. FOR: SAM ANSELM	**DATE:** 4-30-14
PARKS & RECREATION:	Chris Cotten	**DATE:** 4-30-14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 4-30-14

INTRODUCTION:

This Council Bill authorizes the execution of a Lease Agreement by and between the City of Joplin and PRO BASEBALL MANAGEMENT, LLC, for the lease of Joe Becker Stadium for twenty (20) years.

DISCUSSION:

On Monday January 21, 2014, the City Council approved a Lease with WLD Suarez Baseball relating to the redevelopment of the Joe Becker Stadium for a professional baseball team. Since that time, a number of key agreement points have changed including the entity involved in the lease. Please note the principals remain largely the same, but for various reasons, a new entity was formed to hold the lease. Previously, the lease included various elements related to the redevelopment of Joe Becker; however, these items are no longer necessary since the City will be completing the improvements directly instead of reimbursing the Developer for the team. Accordingly, it is necessary to terminate the previous lease and approve a new one. The other terms of the lease are identical to the previously passed lease.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

BWH:ab
attachments

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2014, by and between the CITY OF JOPLIN, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and PRO BASEBALL MANAGEMENT, LLC., a Wyoming Limited Liability Company, hereinafter referred to as "Tenant".

WITNESSETH:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, known as Joe Becker Baseball Stadium described as follows:

> "All of Lots Numbered 11 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri."

(hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this lease and Tenant's obligation to pay rent hereunder shall be twenty (20) years and two (2) months and shall commence on or about August 1, 2014, and continuing to and until through September 30, 2034. Beginning in 2014, Tenant shall lease the Stadium from August 1, 2014 to September 10, 2015. Each year thereafter, Tenant shall lease the Stadium from May 1 to September 10 of each year except that the Landlord reserves the right to utilize the demised premises and all improvements thereon during an event known as "Premiere Baseball". Tenant shall insure that no home games are scheduled at the demised premises so as to create a conflict. Landlord shall notify Tenant by October 1, of the year prior to the dates of "Premiere Baseball" in order to allow for appropriate scheduling by the Tenant and the American Association League. No offset for rent or payment to Tenant for these days. Such offset is already included in the annual rent as provided herein below.

2. Rent and Expenses. During the term of this lease, and any extensions thereof, Tenant agrees to pay annual rent for the Lease in the sum of One Hundred Fifty Thousand Dollars ($150,000.00) per year, payable in quarterly installments of $37,500.00 due on the first day of each quarter for the calendar year. The first rent payment shall be due May 1, 2015. Tenant shall reimburse the City for expenses related to the operation of the Stadium as follows: 33% of Operating and Maintenance Expenses, with an estimated payment paid in four (4) equal installments simultaneously with Lease Payment. A reconciliation of actual expenses for the previous budget year shall be completed and reconciled by February 1 for the preceding calendar year. Tenant shall not be responsible for the expenses described above for the period of August 1, 2014 through April 30, 2015. Year-over-year expense reimbursement increases shall not exceed 5.0% without approval of Tenant. In addition, any Tenant expense reimbursement shall begin May 1, 2015. Rent and Expense payments shall be paid at the office of the Director of Finance of the City of Joplin, Missouri, 602 South Main St.; Joplin, MO 64801. In the event that Tenant requires the use of the demised premises after

September 10 of any calendar year, (hold over period), Tenant shall pay to the Landlord $500.00 per day the premises are actually used for Tenant's activities. All terms and conditions of this lease shall apply to any such hold over period.

The per diem rental fee for Tenant's renting of the Stadium during times beyond the term of the Lease Agreement shall be $500.00 per day.

3. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

4. Use of Premises by Tenant. Tenant is a professional baseball team playing in the American Association Independent League and the leased premises shall be used solely for the purpose of playing baseball in organized games in the League, and other related uses, and none other unless written permission is given by the Director of Parks and Recreation. Play may extend beyond 12:00 a.m. midnight, provided, however, that a new inning may not start after 12:00 a.m. midnight in accordance with American Association League established rules as now in effect or hereafter modified by the League. All field lights shall be turned off as soon as practicable thereafter. Tenant shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

5. Tenant's Responsibilities. This Agreement is conditioned upon Tenant's assurances that the subject ball fields and facilities shall be operated solely by Tenant and no other person, corporation, association or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom. It shall be the responsibility of Tenant to provide for the cleanliness of the concession areas. Tenant shall have the right to improve and operate all concession operations at the Facility on a year-round basis during the term of the lease, with Tenant being responsible for all operating expenses and retaining all net proceeds.

6. Landlord's Responsibilities. Landlord shall be responsible for the maintenance of the premises and improvements. Specifically, Landlord shall be responsible for the renovation and/or replacement of the individual field assets, which include, but are not limited to: Bases, Fences, Home plates, Infield and outfield playing surfaces and Pitcher's plates. It shall be the responsibility of Landlord to provide for the cleanliness of the premises, including the restrooms, seating areas and the general surrounding area. Landlord shall remove or cause to be removed trash that has been placed in barrels and left at designated locations, relight and repair the lighting system, and address all plumbing and electrical problems if requested by Tenant, upon reasonable notice. Landlord shall be responsible for mowing and dragging the field, setting up the bases, lining the field and trimming the grass surrounding the fences and other appropriate areas. Landlord agrees that it shall not provide financial assistance or other incentive for any other professional paid baseball team wishing to locate within the city or within fifty (50) miles thereof during the term of this lease. However, Tenant understands and agrees that the Landlord is a Missouri municipal corporation and as such cannot prohibit any other professional paid baseball team from locating in the area or utilizing any facility

owned by the Landlord provided such other team pays all applicable rents and fees as required of other users.

7. Advertising, Signage and Naming Rights. Tenant shall have the right to sell advertising, signage and naming rights, subject to the approval by the Landlord, whose approval shall not be unreasonably withheld, subject, however, to existing signage/advertising agreements in place as of the effective date of the Performance Agreement and Lease to be negotiated. The parties agree to negotiate offsets for potential revenue lost, if any, by Tenant due to any existing signage or advertising agreements. Tenant shall be responsible for any expenses associated with this advertising, signage and naming rights, and shall retain all net proceeds, if any. The Facility shall retain the name "Joe Becker Stadium" during the term of the Lease Agreement.

8. Fixtures and Alterations. Landlord shall significantly improve and alter the premises as provided in Exhibit "A" attached hereto. The scope of such alterations and improvements provided in such Exhibit "A" be and are hereby approved. The plans and specifications of all alterations or improvement shall be reviewed by the Tenant; however, the Landlord shall make the final decision regarding the scope and design of such improvements. The Landlord agrees to expend up to $4,000,000.00 for said improvements.

9. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement. Tenant shall be listed by Landlord as an additional insured on any property/casualty insurance on the property. Tenant shall reimburse the Landlord for the cost of the additional endorsement and shall further reimburse Landlord for the cost of such insurance coverage pro rata for the months of May through September of each year.

b. Business interruption. Tenant shall procure and maintain in full force and effect, commencing on August 1, 2014 and continuing through the term of this lease, at Tenant's sole cost and expense, use and occupancy or business interruption or lost income insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $500,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after August 1, 2014, and during the term of this lease at Tenant's sole cost and expense, workers compensation insurance as required by the State of Missouri. Additionally, Tenant shall procure and maintain in full force in effect during the entire term of this lease at tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00.

10. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then applicable Environmental Law;

b. Tenant shall timely obtain all environmental permits, licenses, certificates, applications, and approvals (hereinafter Environmental Permits) that are necessary or required by applicable Environmental Law to conduct its business and operations as then being conducted, and Tenant shall comply with the terms and provisions of such Environmental Permits;

c. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under, the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release of any hazardous material on, onto, or from the demised premises and except in compliance with applicable Environmental Law;

d. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises;

e. If Tenant elects to bring, use, store, generate or transport specific hazardous materials on the demised premises in connection with the business and operations conducted by Tenant, Tenant shall:

   1) Use, store, dispose of and transport such hazardous materials in accordance with applicable environmental law;
   2) Prepare and maintain accurate and detailed records with respect to such hazardous materials as required by applicable environmental law or environmental permits;
   3) Prepare and submit all reports with respect to such hazardous materials as required by applicable environmental law or environmental permits; and
   4) Furnish to Landlord upon request a copy of all records and reports with respect to such hazardous materials.

f. Tenant shall not construct or install any underground or aboveground storage tanks in, on, or under the demised premises without prior written consent of Landlord unless such storage tanks are reflected in plans for the improvements to the facility as described in Exhibit "A" attached hereto.

g. Tenant shall regularly inspect the demised premises to monitor and assure that the demised premises are at all times in full compliance with applicable environmental law.

h. Tenant shall protect the demised premises against intentional or negligent acts or omissions of third parties which might result, directly or indirectly, in the release of hazardous materials on the demised premises in violation of applicable environmental law and if Tenant fails to take appropriate action (as determined by Landlord) to protect the demised premises within fifteen (15) days after written notice from the Landlord, then the Landlord may, but shall not be obligated to, take such action Landlord considers necessary or appropriate, at the expense of Tenant, to protect the demised premises against the release of hazardous materials in violation of the applicable environmental law as a result of the intentional or negligent acts or omissions of third parties. Nothing herein shall be construed so as to relieve any party from liability for any act or omission.

i. If any hazardous materials are released in, on, under, or from the demised premises during the term of this lease, Tenant shall immediately (within 24 hours of discovery) notify the Landlord and all applicable governmental agencies having competent jurisdiction of the occurrence of the release of hazardous materials. Tenant shall immediately furnish or make available to the Landlord and governmental entities all information, documents, and communications whether electronic or in hard copy.

j. Tenant shall treat, store, dispose of and transport the hazardous materials, including any contaminated soil, water and other environmental media at the sole cost of the Tenant and in accordance with applicable environmental law.

k. In the event that Tenant fails to immediately commence on a timely basis and/or diligently prosecute an appropriate response action, at the expense of Tenant, Landlord shall have the right, but not the obligation, to conduct all response action at the expense of Tenant that Landlord considers necessary or appropriate under applicable environmental law and environmental permits, to clean up the hazardous materials that have been released in, on, or under, the demised premises. Tenant shall have no responsibility for correcting or remediating any environmental condition with respect to the demised premises that existed prior to the date of this lease.

11. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, its agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant. Tenant shall not be liable for death or bodily injury to any employee of the Landlord unless such death or bodily injury is caused by the gross negligence of the Tenant.

12. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such three hundred sixty-five (365) days. In the event Landlord determines that the premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this lease shall terminate. Provided, however, that if the Landlord determines that it will not rebuild the improvements on the demised premises then the Landlord agrees to purchase other properties held by the Tenant as part of the development contemplated herein. The purchase price shall be determined as the fair market value prior to the damage or destruction to the demised premises. The Landlord shall be obligated to purchase such additional property only to the extent of any insurance proceeds from the damage or destruction of demised premises less the deductible and any costs incurred to demolish or dispose of debris. Alternatively, Landlord agrees that it will enter into negotiations for a long term land lease for the demised premises with Tenant whereby Tenant may construct improvements substantially similar in purpose to those found in Exhibit "A" attached hereto.

13. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30 days after written notice of such default shall have been given to Tenant, then Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorney fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this lease.

14. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

15. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease. Each party agrees to indemnify the other for any and all costs and expenses, including attorneys' fees, incurred by one party in any lawsuit against the other to enforce the terms of this lease, provided that such party is successful.

16. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

City of Joplin, Missouri
Office of the City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Shawn Suarez
1776 N Scottsdale Rd #442
Scottsdale, AZ 85257

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt

shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

17. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

18. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

19. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times all material permits, licenses and contractual arrangements as may be necessary to operate as a First Class Operation.

20. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

21. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

22. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

23. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

24. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease. The parties hereby understand and agree that this Lease is part of a larger improvement project to the demised premises, and various tracts of property surrounding the demised premises. The parties agree that additional documents including, but not limited to, a Performance/Development Agreement, contract for the sale of certain real estate, and an agreement relating to parking between the parties is necessary to complete the larger project. Accordingly, Landlord may terminate this lease in the event that the Performance/Development Agreement and all other necessary agreements and property transactions are not executed by August 1, 2014.

25. Mediation. Disputes, controversies and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of or in relation therein, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall first be submitted to a licensed mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances the parties agree that mediation shall be a condition precedent to litigation.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anselm,
Interim City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

"LANDLORD"

PRO BASEBALL MANAGEMENT, LLC.

By: _____
Shawn Suarez,
Managing Principal

ATTEST:

_____
Secretary

"TENANT"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2014, before me appeared Samuel L. Anselm, to me known to be the Interim City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Council via Ordinance No. _____ for the consideration stated therein and no other, and said R. Mark Rohr acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

_____
Notary Public

My commission expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2014, before me appeared Shawn Suarez, to me known to be the _____ for PRO BASEBALL MANAGEMENT, LLC., a Wyoming Limited Liability Company, and that the seal affixed to the foregoing instrument is the seal of said Company, for the consideration stated therein and no other, and said Shawn Suarez acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

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

_____
Notary Public

My commission expires:

_____

Exhibit "A"

Proposed Tenant Improvements to the Leased Premises

1. Improved to Lighting to 70/50 Field Lighting Standard as required by the American Association League Regulation and Requirements for Field Play and the NCAA Competition Standards;
2. New Restroom facilities required per City of Joplin building code for assembly spaces;
3. New Concession facilities acceptable to the Tenant and suitable for facility size and use;
4. Fixed seating capacity of approximately 2,400 seats (as shown on page 6A) acceptable to the Tenant and the American Association; and
5. Future expansion area for an additional 1,000 fixed seats acceptable to the Tenant and the American Association;
6. New hospitality, picnic and berm areas in surrounding playing field with a capacity of 2,500-3,000;
7. New ticketing and merchandising areas acceptable to the Tenant and American Association;
8. Renovated dugouts for Home and Visitor teams acceptable to Tenant and the American Association;
9. New locker room facilities for Umpires, Home and Visitor Teams;
10. New Upper Concourse (as shown in section on Page 7C) including box suites, patios, banquet club room, press box, concessions, restrooms and elevator with assembly capacity of 500-550;
11. New wall and fence in right field to lower height to accommodate berm patrons;
12. New sidewalks and right of way improvements to accommodate ingress and egress;
13. New plaza, lighting, paving and landscaping primarily in the area south of the stadium;
14. Public infrastructure improvements as necessary.

COUNCIL BILL NO. 2014-015 ORDINANCE NO.

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.

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

Section 1. That the Lease Agreement between the City of Joplin and WLD Suarez Baseball, LLC, approved by Ordinance No. 2014-007 be, and the same is, hereby terminated pursuant to the terms thereof.

Section 2. That the Lease Agreement by and between the City of Joplin, Missouri, a Municipal corporation, and PRO BASEBALL MANAGEMENT, LLC, dealing generally with the lease of land and improvements of the Joe Becker Stadium to accommodate a minor league baseball team, as attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3. That this Ordinance dealing with 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 same shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of **JOPLIN** **City Council Agenda Item**

Requested Council Meeting Date: May 5, 2014

Item: Council Bill Number 2014-016 approving an Agreement for Professional Consulting Services between the City of Joplin and The Mercer Group for the purpose of executive search services to recruit a new city manager.

Originating Department: Legal Department.
Attachments: Council Bill No. 2014-016 and Exhibit (Copy of Agreement)

DEPARTMENT HEAD:	Brian Head	DATE: 4-30-14
INTERIM CITY MANAGER:	Sam Anselm for S.A. ANSELM	DATE: 4-30-14
CITY CLERK:	Barbara Hogelin	DATE: 4-30-14

INTRODUCTION:

This Council Bill authorizes the execution of an agreement between the City of Joplin and The Mercer Group for executive search services.

DISCUSSION:

Recently, the Council directed the office of the City Attorney to initiate the process of the search for a new manager by circulating Requests for Qualifications (RFQ) for executive search firm services.

In March, an RFQ was forwarded to twelve (12) firms that provide services in this area. On the deadline, April 10, 2014, we received Statements of Qualifications from six (6) consultants. Following Council discussion on April 29, 2014, the Mercer Group was chosen to provide the requested executive search firm services. Attached is the Agreement which provides for those professional consulting services, including:

1. The Consultant will begin the work no later than May 15
2. Professional fee (including advertising, screening, background investigations, and interviews) of $15,000.00.
3. Direct expenses not to exceed $8,000.00.
4. Two (2) year warranty on the placement.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an Emergency basis.

BWH:ab
attachments

COUNCIL BILL NO. 2014-016 ORDINANCE NO.

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.

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

Section 1. That an Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and The Mercer Group, Inc., dealing generally with the provision of professional consulting services for an executive search process to fill the city manager position, a true and accurate copy of the same being attached hereto, be and the same is hereby approved.

Section 2. That the Interim City Manager of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, being an ordinance dealing generally with payment of current city government expenses, is an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, dated this _____ day of _____, 2014 by and between the City of Joplin, Missouri, whose address is 602 South Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and The Mercer Group, Inc., whose address is 1000 Cordova Place, #726; Santa Fe, New Mexico, 87505, hereinafter referred to as the "Consultant", is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to provide services for the recruitment of a new City Manager; and

WHEREAS, In response to the City's Request for Qualifications, the Consultant has provided a Proposal for Executive Search Services for the position of City Manager, dated April 10, 2014; and

WHEREAS, the City has accepted the said Proposal and desires to set forth the terms of the agreement in this Agreement for Professional Consulting Services.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

Consultant agrees to diligently perform in a professional and workmanlike manner the services required to conduct an executive search for qualified candidates to fill the position of City Manager for the City of Joplin. Such services shall include, but not be limited to, the requirements enumerated in Section II., Scope of Services, of the City's Request for Qualifications.

ARTICLE II - AGREEMENT DOCUMENTS

The services rendered by Consultant shall be in conformance with the terms of this Agreement, City's Request for Qualifications (RFQ) which is incorporated herein by reference and attached hereto as "Appendix A", Consultant's Response attached hereto as "Appendix B", and Consultant's Cost Proposal attached hereto as "Appendix C". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the most strict construction shall control.

ARTICLE III - AGREEMENT TIME

This Agreement becomes effective on the day and year last shown below. Work shall commence no later than May 15, 2014. The search shall be deemed completed when the successful candidate begins employment as City Manager for the City of Joplin.

Both parties shall have the right to terminate this Agreement upon ten (10) days' prior written notice by Certified Mail, Return Receipt Requested, to the address mentioned above. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all federal, state, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

2. The Consultant shall prosecute the work in a diligent and timely manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift, or contingent fee. Except that, it is understood between the parties that Consultant may utilize certain third-party providers to conduct background checks and degree verifications of candidates.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

6. Possession of working papers, project reports, and other materials produced in connection with this Agreement shall be retained by the Consultant. Consultant shall provide copies for City of such records upon request. All information provided by the City of Joplin to Consultant shall remain confidential. All candidate information provided to the City of Joplin shall remain confidential. However, Consultant understands and agrees that the City of Joplin is a public governmental body as defined under Chapter 610, RSMo., and as such, any records in the possession of the City may be open to the public. Consultant understands and agrees that City shall not be liable for the release of any such records as required by law.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice-President of Consultant.

ARTICLE V - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

3. Consultant will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional recruitment practices. If Consultant fails to meet the foregoing standards, Consultant will perform at its own cost, and without additional reimbursement from City, the professional recruitment services necessary to correct errors and omissions caused by Consultant's failure to comply with above standards and reported to Consultant within one (1) year from the completion of Consultant's services for this Project. No warranty, express or implied, is included in this Agreement except as provided below.

4. In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of the City, or governmental fines or penalties.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant.

2. Ensure access to City facilities, personnel, and information, as requested by Consultant.

3. Maintain the confidentiality of all candidate information provided to the City by the Consultant to the extent provided by law.

ARTICLE VI - COSTS AND PAYMENTS

The City will be billed by invoice for professional time and services provided by Consultant in an amount not to exceed Fifteen Thousand Dollars ($15,000.00) to be remitted as follows: (a) one-third (1/3rd) of the amount will be due upon the execution of this Agreement; (b) one-third (1/3rd) of the fee will be due within thirty (30) days after delivery of the semifinalist application materials; and (c) the final one-third (1/3rd) of the fee will be due upon the delivery of the final report. The City also agrees to pay out-of-pocket direct expenses not to exceed Eight Thousand Dollars ($8,000.00) incurred by the Consultant or candidates in accordance with the Fee Structure of the Consultant attached hereto as "Appendix C" and incorporated herein by reference.

ARTICLE VII - WARRANTY

In the event that any candidate referred by Consultant begins employment and for which a professional fee is paid in accordance with Article V of this Agreement, and is thereafter discharged, terminated, or voluntarily quits said employment within two (2) years of his/her start date, Consultant agrees to search for a replacement candidate or search for a candidate for a different position for the City of Joplin at no additional search fee; however the City agrees to pay reasonable out-of-pocket expenses not to exceed Eight Thousand Dollars ($8,000.00).

ARTICLE VIII - INDEMNIFICATION AND INSURANCE

The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement. The Consultant shall not be liable or responsible for the acts and/or omissions of the City. However, notwithstanding any other provision of this contract, nothing in this Agreement is intended to constitute a waiver of governmental immunity.

The Consultant shall maintain workers' compensation insurance as required by Missouri law, and shall maintain a policy of general liability insurance.

ARTICLE IX - MISCELLANEOUS

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

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

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

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

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

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

7. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOR THE CONSULTANT

James L. Mercer
President and CEO

Attest:

Secretary

FOR THE CITY

Samuel L. Anselm,
Interim City Manager

Attest:

Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014

Item: Council Bill No. 2014-122 - Acceptance of a Voluntary Buyout Policy from the State Emergency Management Agency - Hazardous Mitigation Program.

Originating Department: Public Works – Engineering

Attachments: 1) Voluntary Buyout Policy
2) Council Bill No. 2014-122

ENGINEERING DEPT:	Dan Johnson DJ	DATE: 4-30-14
Department Head:	Nicholas A. Heatherly NAH	DATE: 4/30/14
Finance Department:	Leslie Haase LH by email	DATE: 4-30-14
City Attorney:	Brian W. Head BWH	DATE: 4-30-14
Interim City Manager:	Samuel L Anselm T.B. FOR SAM ANSELM	DATE: 4-30-14

INTRODUCTION: Acceptance of a Voluntary Buyout Policy from the State Emergency Management Agency for the acquisition of specific flood prone properties in the City of Joplin, accepting a Grant from FEMA and authorizing the expenditure of funds as and for the Grant match.

Background: In the Fall of 2013 City staff applied for a Hazard Mitigation Grant from the Federal Emergency Management Agency. In December of 2013 the State Emergency Management Agency informed the City that the grant had been awarded. The flood buyout of three properties has a project budget of $187,094.00 with the City's share of $46,774.00 and the Federal award of $140,320.00

Discussion: Per the administrative guidebook provided to City Staff at grant orientation, the City must adopt a Voluntary Buyout Policy, which establishes how flood-prone properties will be acquired by the City as part of the current grant, as well as any future grants.

Recommendation: Staff recommends acceptance of the Voluntary Buyout Policy and authorization to provide the Twenty-five percent required match of $46,744.00 for the project.

City of Joplin's Voluntary Buyout Policy 5/5/2014

The City of Joplin's City Council hereby adopts the City of Joplin Voluntary Flood Buyout Policy as follows:

Priorities of Buyout Program

1. Residential properties on the original application.
2. Residential properties added to the buyout will be given consideration based on:
    1. Frequency of inundation;
    2. Proximity to the creek; and
    3. Elevation

The list of property addresses in priority order is as follows:

1805 S. Iowa Avenue - Acquire and demolish a flood-prone property;
2930 S. Sergeant Avenue - Acquire a flood-prone vacant lot;
1801 S. Iowa Avenue - Acquire a flood-prone vacant lot;

Open Space Assurance Statement

1. The City of Joplin, through adoption of this Policy, does hereby provide the necessary assurance that all property acquired through the Hazard Mitigation Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007 must be implemented in accordance with part 80 of this chapter. For major disasters declared before December 3, 2007, a project involving property acquisition or the relocation of structures and individuals is eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Administrator that provides assurances that:
(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:
(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
(B) A rest room; or
(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.
(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

Exhibit "A"

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.

(3) Any structures built on the property according to paragraph (d)(1) of this section, shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of Joplin flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.

2. The property must be a **primary** *residential* home (no vacation homes, clubhouses or businesses).

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.

2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.

3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.

4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.

5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.

6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.

7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the Uniform Relocation

Assistance Act. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.

8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.

9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.

10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.

11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.

12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.

13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.

14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.

15. The Date of Negotiations for the City of Joplin is the day the City provides written notification to potential buyout participants that grant funding **has been provided** to the City for a voluntary buyout program.

Fair Market Value Determination

1. All offers to property owners will be based on the pre-flood fair market value established by a State of Missouri board certified, licensed appraiser minus any Duplication of Benefits.

2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.

3. The City's grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.

4. If the property owner has an appraisal that was completed within the last twelve (12) months prior to the flooding event date by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.

5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of Joplin and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.

6. All property appraisals will be completed with the following special buyout provisions:

   - The pre-flood appraisal must clearly indicate the value of the entire buyout package **and**
     1) the value of the residential structure only
     2) the value of the underlying real property and outbuildings only

   - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.

   - Property previously purchased by the City of Joplin as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.

   - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.

7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the pre-flood appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout **must sign an affidavit** disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1.The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full pre-flood fair market value (FMV) compensates the owner for the loss of value that has occurred;

2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them;

3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement. Note, premiums paid for up to five years prior to the disaster event to the National Flood Insurance Program as reported by FEMA will be reimbursed where applicable.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA. SEMA then submits the receipts to FEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from bonafide businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried insurance through the National Flood Insurance Program (NFIP) at the time of the event, a payment equal to the amount paid for insurance premiums for up to five years prior to the event will be refunded to the policy holder as part of the Duplication of Benefits calculation.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer is as follows:

General Buyout

Criteria:

1. Home and underlying real property is owned by the same owner
2. Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the pre-flood fair market value established by a qualified appraisal less any Duplication of Benefits.

Example: Pre-flood property appraised at $40,000
Duplication of Benefits are $5,000
Property owner will be offered $35,000

*tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits; (see page 8)

Land Plus Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below per the *Hazard Mitigation Assistance Unified Guidance*

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate that all of the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups

A "Replacement Housing Benefit Worksheet" will need to be completed for each qualifying property. See Tab 5 in the Missouri State Emergency Management Agency Guidebook for a copy of the form.

Post-Flood Owner Purchase

If for some reason, the property was acquired after the disaster event, the offer to the current property owner is (1) the documented purchase price plus any verifiable repairs or (2) the current fair market value, **whichever is less**.

Note, the property owner is responsible for providing documentation verifying the purchase price and verifiable repairs, i.e. receipts, etc.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of "relocation" payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum $22,500)
2. Renter Relocation Assistance payment (maximum $5,250 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is $22,500.
2. Individuals and families entitled to a replacement housing payment are those that:
    1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
    2. Owned and occupied the dwelling participating during the incident period for the disaster, and
    3. Meets all other requirements as listed under the *Buyout Categories* section of this document.

- The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area. Rental, lease, or other occupancy of a replacement dwelling does not qualify for a replacement housing payment.
- The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling.
- It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City's grant administrator.
- Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
- The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City's grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.

- The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

NOTE: All criteria listed above must be met and verified to be eligible for a replacement housing (owner relocation) payment.

Example:

Fair Market Value of Replacement Home	$35,000
Fair Market Value of Flood-Damaged Home	$21,000
Cost of new home:	$35,000
Less: value of flood-damaged home:	($21,000)
Replacement Housing Payment:	$14,000 **CANNOT EXCEED $22,500**

Homeowner receives	$21,000
Plus:	$14,000
Total Buyout Offer:	**$35,000***

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.

2. The maximum renter relocation assistance grant may not exceed $5,250 plus the cost to move personal property located inside the property based on a standard table of costs.

3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.

4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.

5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.

6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.

7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.

8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the property;

2. There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the property;

3. At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the property;

4. There has never been any solid waste disposal site or underground storage tank located in, on or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous substance coming in contact with the property;

5. The seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the property, or any violation of any Environmental laws; and

6. To the best of property owner's knowledge, neither the property nor any real property contiguous to the property nor any predecessors in title to the property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of Joplin Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of Joplin's City Council. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the City Council shall be final and in all cases shall be the determining factor, after consultation with the State of Missouri.

Approved and read by the City Council on _____.

_____

Mayor
City of Joplin

COUNCIL BILL NO. 2014-122 **ORDINANCE NO.**

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.

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

Section 1. That a Voluntary Buyout Policy from the State Emergency Management Agency for the acquisition of specific flood prone properties in the City of Joplin, a true and accurate copy being attached hereto as Exhibit "A" be, and the same is, hereby approved.

Section 2. That the City of Joplin does hereby accept a Grant in the amount of One Hundred Forty Thousand, Three Hundred Twenty Dollars ($140,320.00) from FEMA and authorizes the expenditure of Forty-Six Thousand, Seven Hundred Forty-Four Dollars ($46,744.00) as the required Grant matching funds.

Section 3. That that this Ordinance, dealing with the immediate preservation of public health, safety and welfare and a public improvement, is an emergency within the meaning of Section 2.12(1)(6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014
Council Bill No. 2014-133

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

Attachments: 1) Location Map
3) Council Bill No. 2014-133

Engineering Department: Dave Hunt DWH	Date: 4-29-14
Department Head: Nicholas A. Heatherly NAH	Date: 4/29/14
City Attorney: Brian Head ~~BDH~~	Date: 4/29/14
Interim City Manager: Samuel L. Anselm	Date: 4/29/14
Finance Department: Leslie Haase LH	Date: 4-29-14

Recommended Action: Purchase of Right of Way from M & B Annex at 1101 E. 20th Street.

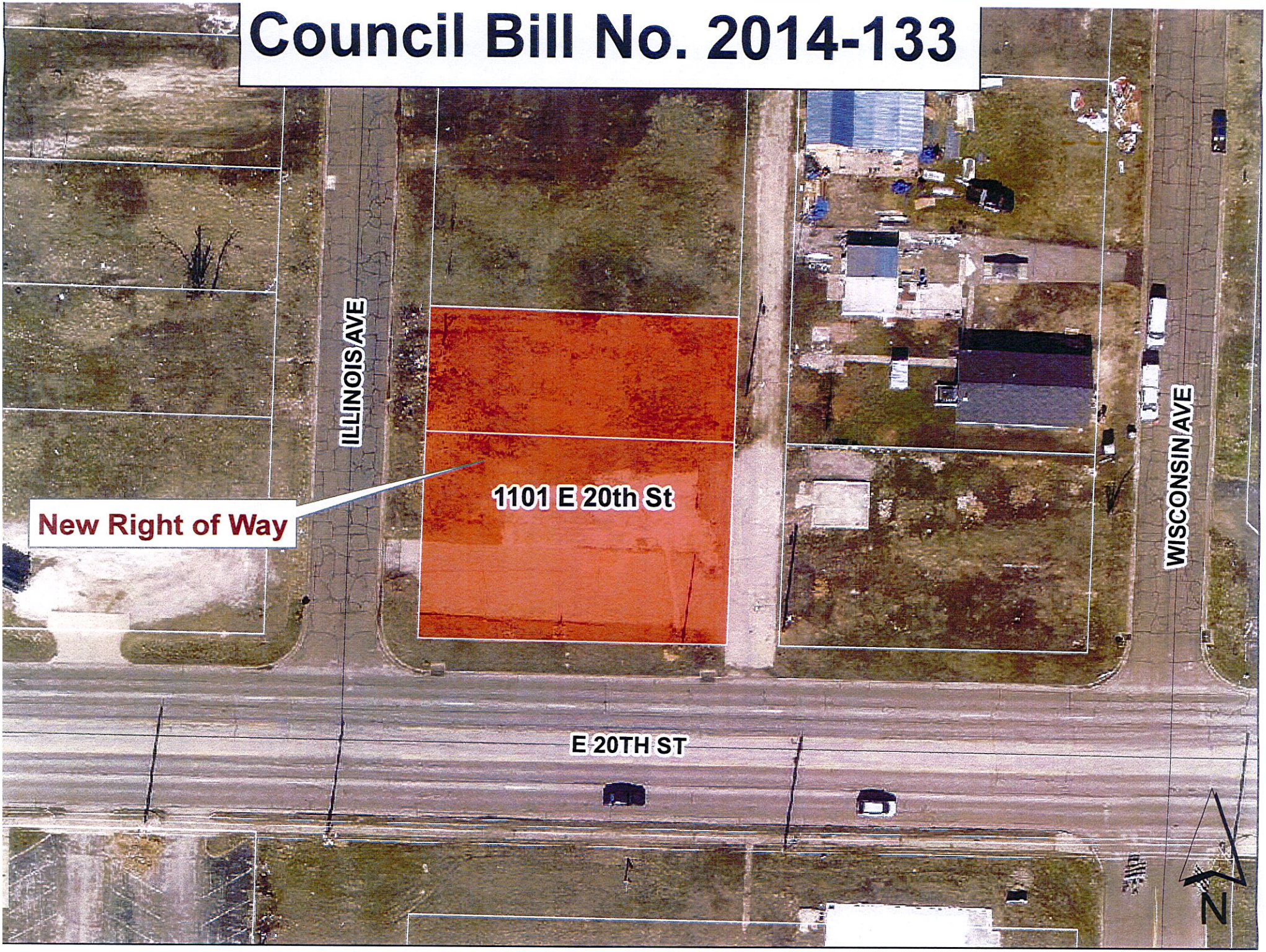
Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and Michigan Avenue, maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing lights. The viaduct will be constructed to reduce delay and enhance safety for train operators and highway users. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way is necessary for the construction of this project.

Funding for the construction of this project is part of a Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration.

Discussion: Staff has reached an agreement with the property owner for Eighty Thousand Dollars ($80,000.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of Eighty Thousand Dollars ($80,000.00), for the purchase of the described right of way at 1101 E. 20th Street.

Council Bill No. 2014-133



COUNCIL BILL NO. 2014-133 **ORDINANCE NO.**

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, 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.

WHEREAS, M & B Annex LLC is the legal owner of property at 1101 E. 20th Street, consisting of all of Lots Numbered One Hundred Eighty-Four (184), One Hundred Eighty-Five, and One Hundred Eighty-Six (186) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof and;

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

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

All of Lots Numbered One Hundred Eighty-Four (184), One Hundred Eighty-Five, and One Hundred Eighty-Six (186) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof

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 1101 E. 20th Street, consisting of:

Section 2. That the City of Joplin authorize placing $80,000.00, in escrow for the purchase of right of way at 1101 E. 20th Street. Payment will be made from account #145-4565-520-8105 Project TG0522.

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. 2014-133 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:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014
Council Bill No. 2014-134

Item: Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave. and Arizona Ave., Consultant Agreement Amendment

Originating Department: Public Works – Engineering

Attachments: 1) Agreement with Estimate of Engineering Costs
2) Council Bill No. 2014-134

Engineering: Dan Johnson DJ Date 4-29-14
Department Head: Nicholas A. Heatherly nah Date: 4/29/14
Finance Department: Leslie Haase LH Date: 4-29-14
City Attorney: Brian Head BH Date: 4-29-14
Interim City Manager: Sam L. Anselm SA Date: 4/29/14

Recommended Action: Approval of an amendment to a Consultant Agreement with Olsson Associates. The amendment is a not to exceed amount of $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.

Background: In November of 2013 the City Council approved City Staff's recommendation to approve a consulting services agreement between the City and Olsson Associates for design services for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave. The project is part of the 2012 to 2022 storm water sales tax project program. The project has now been included in the State of Missouri's Rebuild Damaged Infrastructure program. The funding for the program is only available until June of 2015.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Olsson Associates was chosen for this particular project. At staff's request Olsson Associates provided costs for additional services should the City need those services. The fee for the additional design services is within industry standards.

Recommendation: It is recommended that an amendment to the Consultant Agreement with Olsson Associates in the not to exceed the amount of $114,386.00 for additional services for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave be approved.

OLSSON ASSOCIATES

CONTRACT AMENDMENT #1
to the Letter Agreement for
Professional Services for
Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave and Arizona Ave
(TSO-605)
OA Project No. 013-3170

THIS CONTRACT AMENDMENT, executed between the City of Joplin, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated November 12, 2013.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

SECTION I - SCOPE OF SERVICES

Olsson agrees to perform the Optional Services (A) Land and Easement Acquisition, and Optional Services (D) Construction Phase Services, as outlined in the original agreement.

SECTION II - COMPENSATION

For services covered by this Contract Amendment No. 1, the Client agrees to pay Olsson as follows:

1. The compensation for Land and Easement Acquisition shall be $12,250 as outlined in the original contract agreement.
2. The compensation for Construction Phase Services shall be $102,136 as outlined in the original contract agreement.
3. This amendment shall increase the total compensation amount in the original Contract by $114,386 which shall not be exceeded without further authorization by the Client.

SECTION III - OTHER MATTERS

It is mutually understood and agreed:

A. That all provisions of the original agreement not amended herein shall remain unchanged.

Executed this _____ day of _____ 2014.

550 St. Louis Street
Springfield, MO 65806

TEL 417.890.8802
FAX 417.890.8805

www.olssonassociates.com

OLSSON ASSOCIATES

By Jack Schaller
Jack Schaller, PE

By Ronald L. Mersch
Ron Mersch, Office Leader

City of Joplin "Client"

By _____

Title _____

ATTEST:

By _____

Title _____

COUNCIL BILL NO. 2014-134 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates of an amendment to a Consultant Agreement. The amendment is a not to exceed amount of $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.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Olsson Associates an The amendment is a not to exceed amount of $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.

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2014, by a _____ vote.

ATTEST:

_____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0605.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014
Council Bill No. 2014-135

Item: New Culvert System near 26th & Michigan Avenue, Amendment to Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Agreement with Estimate of Engineering Costs
2) Council Bill No. 2014-135

Engineering: Dan Johnson DJ	Date 4-29-14
Department Head: Nicholas A. Heatherly NAH	Date: 4/29/14
Finance Department: Leslie Haase LH	Date: 4-29-14
City Attorney: Brian Head BH	Date: 4-29-14
Interim City Manager: Sam L. Anselm	Date: 4/29/14

Recommended Action: Approval of an Amendment to the Consultant Agreement with Anderson Engineering Inc. in the not to exceed the amount of $9,200.00 for Construction Phase Services for the New Culvert System near 26th & Michigan Ave.

Background: In November of 2013 the City Council approved City Staff's recommendation to approve a consulting services agreement between the City and Anderson Engineering Inc. for design services for the New Culvert System near 26th & Michigan Ave. The project is part of the 2012 to 2022 storm water sales tax project program. The project has now been included in the State of Missouri's Rebuild Damaged Infrastructure program. The funding for the program is only available until June of 2015.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Anderson Engineering Inc. was chosen for this particular project. At staff's request Anderson Engineering Inc. provided costs for additional services should the City need those services. The fee for the additional design services is within industry standards.

Recommendation: It is recommended that an amendment to the Consultant Agreement with Anderson Engineering Inc. in the not to exceed the amount of $9,200.00 for additional services for the New Culvert System near 26th & Michigan Ave. be approved.

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

ADDENDUM WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by Dan Johnson and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The **"CLIENT"** is:	City of Joplin	Address:	602 S. Main Street Joplin, MO 64801
The **"PROJECT"**	Michigan Avenue Storm System	Location:	Joplin, MO

TERMS AND CONDITIONS:

I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).

II. OPTIONAL SCOPE OF WORK DETAILED IN PROPOSAL LETTER DATED: September 10, 2013.

III. SPECIAL CONDITIONS: **OPTIONAL SCOPE/FEE ITEMS #1 THRU #3**

IV. FEES AND COMPENSATION:

Compensation shall be as shown on our proposal letter dated September 10, 2013 for the optional scope items regarding bidding and construction phase services for a total lump sum fee of **$9,200.00**.

Note: This fee is in addition to our existing contract signed by the City of Joplin November 25, 2013 for the design phase services.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

by: _____
John Snider, PE
Vice President

_____
W. Cody Sexton, PE
Project Engineer

DATE: December 20, 2013

AUTHORIZED AND AGREED TO:

CLIENT,

by: _____

_____
(Print Name and Title)

DATE: _____

GENERAL CONDITIONS

1.PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection charges will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4.RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. The CLIENT further agrees to waive all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.

The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E or from any reuse of the electronic files without the prior written consent of A/E.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by A/E and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

September 10, 2013

City of Joplin
Attn: Dan Johnson
602 S. Main Street
Joplin, Missouri 64801

Re: Proposal for Surveying and Civil Engineering Services
Michigan Avenue Storm System
Joplin, Missouri

Dear Mr. Johnson,

We understand this project consists of providing design services and easement documents for approximately 2,700 linear feet of storm water improvements near 26th Street and Michigan Avenue.

This proposal is based on our meeting with you on August 21, 2013. This proposal is also based on our visit to the site on July 27, 2013 and on September 3, 2013.

As requested by you our proposed scope of services is as follows. Our proposed schedule is attached.

CIVIL ENGINEERING – SITE GEOMETRY & UTILITY PLAN
Provide a site geometry and site utility plan for the proposed project. Site layout includes stormwater channel, stormwater piping, and street crossings at four locations. Based on our meeting with you, a closed-pipe stormwater structures are preferred for this project. The utility plan will show the existing utilities and identify any conflicts with the proposed improvements. The City of Joplin's standard technical specifications will be used.

CIVIL ENGINEERING – STORMWATER MANAGEMENT AND DESIGN
Provide stormwater analysis and drainage calculations per City of Joplin standards for stormwater. This proposal assumes U.S. Army Corps of Engineers Section 404 permitting will not be necessary. Based on a review of topographic maps and brief site observation, we do not believe permitting will be required. However, it is up to the City to determine if the project involves a jurisdictional waterway. If the City would like us to do more than a cursory review, we can modify our scope to include this service.

CIVIL ENGINEERING – GRADING & EROSION CONTROL PLAN
Provide a grading and erosion control plan. Finish grades will include spot elevations, as applicable, for top of pavement, drainage inlets, and grading at one foot contour intervals for the proposed project. As part of the Erosion Control Plan we will also prepare a Stormwater Pollution Prevention Plan (SWPPP). The cost of the permit application fee is not included in the proposal and shall be paid directly to the appropriate state agency by the owner. The City of Joplin's standard technical specifications will be used.

811 EAST 3RD STREET • JOPLIN, MO 64801 • PH: 417.782.7399 • FX: 417.782.7398 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM
CIVIL ENGINEERING • SURVEYING • STRUCTURAL • MUNICIPAL • GEOTECHNICAL/DRILLING • MATERIALS TESTING

CIVIL ENGINEERING – BID PHASE SERVICES

Provide an Engineer's cost estimate, and Engineer's estimate of quantities. Assist the City with one pre-bid meeting, one bid opening, and one preconstruction meeting for a total of 3 meetings. The City will be responsible for conducting and holding the meetings. We will assist the City with the bidding review process.

CIVIL ENGINEERING – CONSTRUCTION PHASE SERVICES

Provide site observation by the Engineer on site to answer contractor questions. We anticipate two meetings a week for six weeks. We will also assist the City with processing Change Orders to the project and processing contractor Pay Requests. The City will be primarily responsible for inspection services on the project.

SURVEYING – SITE TOPOGRAPHIC SURVEY

Provide a topographic engineering survey on the red line areas on the attached Exhibit "A" for engineering design of proposed storm water improvements. Survey will include spot elevations, location of all utilities, corners of buildings/structures and any other improvements located within the street right of way shown on the attached Exhibit "A". The survey will show basic planimetrics as well as above ground and underground utilities (as located by Missouri One Call) within survey area. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone and NAVD 88. Control points and temporary benchmarks will be set along the survey route to be used during construction phase of the project. We understand that the City will Hydrovac any structures located during the survey that require being cleared out.

SURVEYING – RIGHT-OF-WAY SURVEY

We will provide right-of-way surveys as listed below, as illustrated by the yellow lines on the attached Exhibit "B". The right of way surveys will show the
right of way line on both sides of the street to be used in the design phase of this project.
At this time, we will only show the right of way lines and will not show each parcel line. Also, no easements will be shown as a part of this survey. Below is a list of the right of way lines to be established as a part of this agreement:

1. East 26th Street from the Wisconsin Ave to Kansas Ave
2. Wisconsin Ave from E. 26th to E. 28th
3. S. Michigan Ave from E. 26th to E. 30th
4. E. 28th from Wisconsin Ave to New Hampshire
5. Kansas Ave from E 26th to E. 30th
6. New Hampshire Ave from E 27th to 500 feet south of E 28th
7. E. 27th from Kansas Ave to New Hampshire Ave

The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone.

SURVEYING – EASEMENT PREPARATION

We anticipate needing an easement across the Kelsey Norman Elementary School property. We will assist the City and prepare the easement description and sketch to be used to acquire the easement from the School District. The City will be responsible for the appraisal and acquisition of the easement.

This proposal includes reviews with the City for conceptual, preliminary, and final plans. If additional reviews are required not as a result of errors by Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

ASSUMPTIONS

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. We will make a Utility Locate call to identify public utilities. We have assumed that all public utilities will be located accurately and completely by the Utility Locator.

GENERAL INFORMATION

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

There are many additional, related services that we could perform, but since this proposal is limited in nature, this proposal does not include any geotechnical exploration, additional utility main extensions, any design service not expressly listed above, and submittal of permits to various agencies. Also this proposal also does not include any construction staking, observations, or testing. This proposal also does not include any plan or review compliance with local governmental agency for items not identified above. Anderson Engineering would be happy provide a proposal for these services upon request.

Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. A service charge of one and one-half percent per month is assessed on accounts 45 days past due. A WORK AUTHORIZATION AGREEMENT form and GENERAL CONDITIONS statement is provided for your signature. Should you have any questions regarding these proposals, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

John Snider, PE
Vice President

W. Cody Sexton, PE
Project Engineer

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by Dan Johnson and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The **"CLIENT"** is:	City of Joplin	Address:	602 S. Main Street Joplin, MO 64801
The **"PROJECT"**	Michigan Avenue Storm System	Location:	Joplin, MO

TERMS AND CONDITIONS:

I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).

II. SCOPE OF WORK DETAILED IN PROPOSAL LETTER DATED: September 10, 2013. (ATTACHED)

III. SPECIAL CONDITIONS

IV. FEES AND COMPENSATION:

Compensation shall be as shown on our proposal letter dated September 10, 2013.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

by: _____
John Snider, PE
Vice President

_____
W. Cody Sexton, PE
Project Engineer

DATE: September 10, 2013

AUTHORIZED AND AGREED TO:

CLIENT,

by: _____

_____
(Print Name and Title)

DATE: _____

GENERAL CONDITIONS

1.PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection charges will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4.RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. The CLIENT further agrees to waive all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.

The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

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In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E or from any reuse of the electronic files without the prior written consent of A/E.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by A/E and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

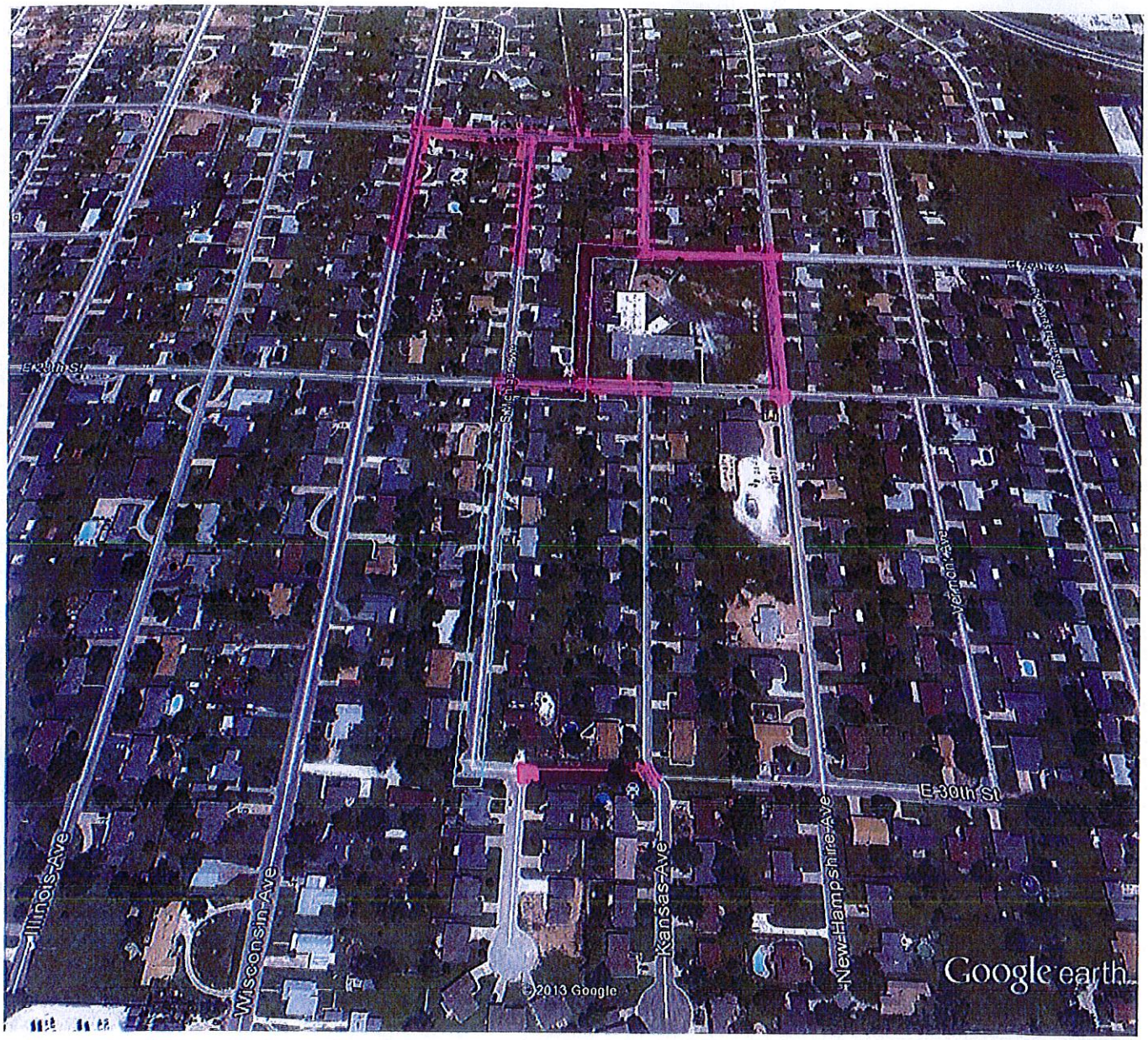
8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

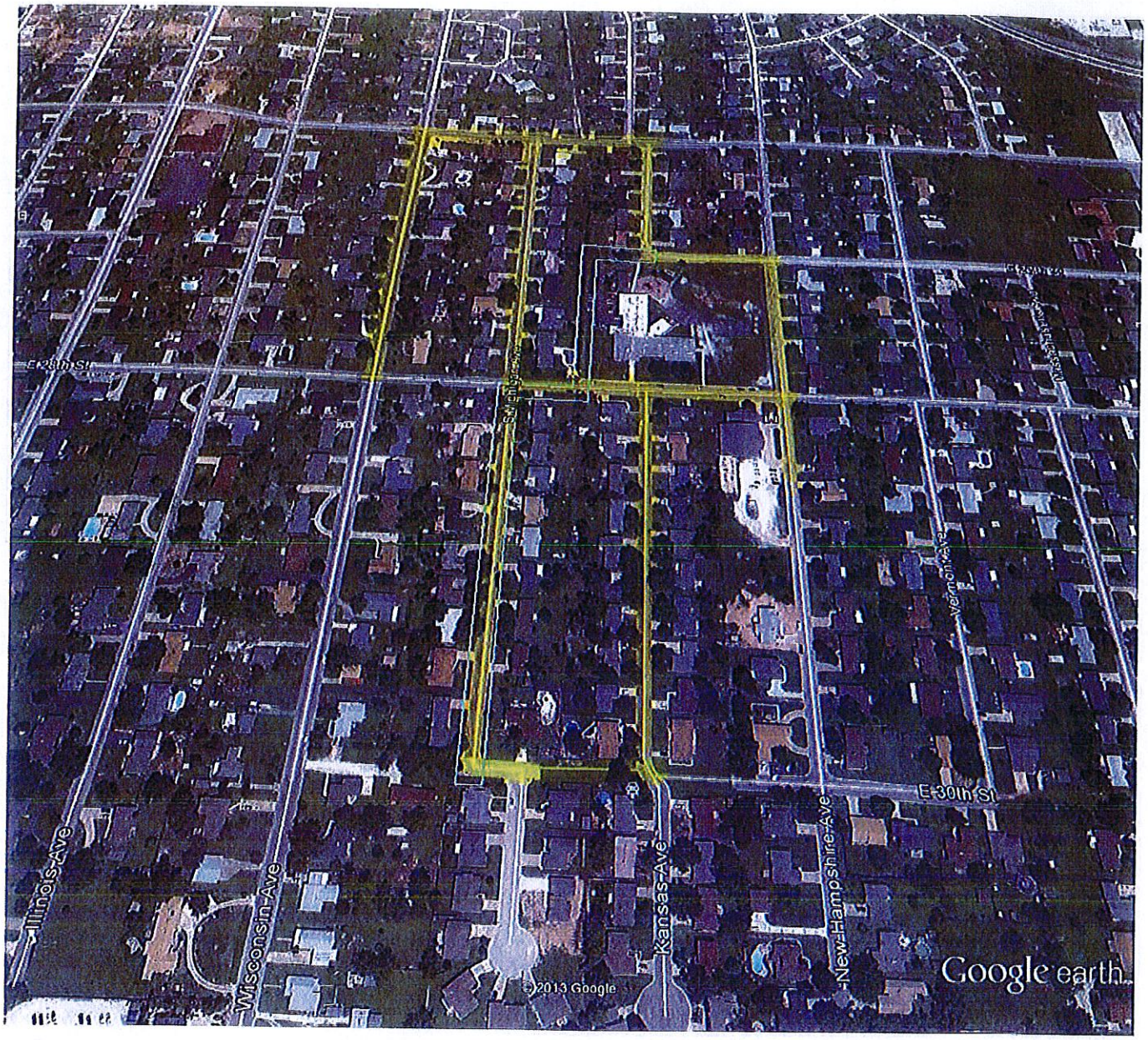
12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.



Google earth feet 900 meters 200

Exhibit 'A'

Areas For Topographic Survey For Civil Design



Google earth feet 900 meters 200

Exhibit 'B'

Areas to have Right-of-way Surveyed.

COUNCIL BILL NO. 2014-135 ORDINANCE NO.

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.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Anderson Engineering Inc. an Agreement for design services for the New Culvert System near 26th & Michigan Ave., not to exceed Nine Thousand Two Hundred and No/100 Dollars ($9,200.00).

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2014, by a _____ vote.

ATTEST: _____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0615 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 5, 2014
Council Bill No. 2014-136

Item: Sanitary Sewer Relocation Design & Construction Services, Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Agreement with Estimate of Engineering Costs
2) Map
3) Council Bill No. 2014-136

Engineering: Dan Johnson DJ Date 5-1-14
Department Head: Nicholas A. Heatherly Date: 5/1/14
Finance Department: Leslie Haase Date: 5-1-14
City Attorney: Brian Head Date: 5-1-14
Interim City Manager: Sam L. Anselm I.A. FOR SAM ANSELM Date: 5-1-14

Recommended Action: Approval of a Consultant Agreement with Allgeier, Martin and Associates in the not to exceed amount of $52,500.00 for design & consulting services for the Relocation of a sewer line at CR-190 and Apple Road.

Background: In March of this year a utility conflict with the proposed new interchange at I-44 and CR 190 was found with an existing City sanitary sewer. The sewer must be relocated and the City must provide an "All Clear" letter prior to the MoDOT Notice-to-Proceed which starts the construction. The City's consultant will prepare plans, help the City acquire an easement, and oversee construction of the project. When the plans and Engineer's estimate are complete then MoDOT will include those items in an agreement between the City of Joplin and MoDOT which is needed prior to MoDOT reimbursing the City for the cost of relocating the sewer.

Discussion: A request for qualifications was sent to consultants for an on call sanitary & storm sewer design services. Staff reviewed qualifications from five consultants. Allgeier, Martin and Associates was chosen for this particular project. The fee for the design services is within industry standards.

Recommendation: It is recommended that an amendment to the Consultant Agreement with Allgeier, Martin and Associates in the not to exceed the amount of $52,500.00 for design & consulting services for the Relocation of a sewer line at CR-190 and Apple Road.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: P.O. Box 2627, Joplin, MO 64803	
Attention: Mr. Dan Johnson, P.E.		Attention: Chris Erisman, P.E.	
Department: Public Works, Engineering		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820	Fax: 417.625.4738		

WORK AUTHORIZATION NUMBER 4
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance.** The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number 4 exceed the sum of Fifty-Two Thousand Five Hundred and No/100 Dollars ($ 52,500.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin

against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Brian Head, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: April 30, 2014

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER 4 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Crossroads Parallel Pressure Sewer Line Relocation along Apple Road)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 Design, Bidding and Construction Phase Engineering Services

1.1.1 Verify the location of the existing pressure sewer main along the south right-of-way of Apple Road and compare to the proposed roadway alignment and subsequent new south Apple Road right-of-way to determine the extents of the pressure main relocation project. This evaluation will be based upon plans to be obtained directly from the Missouri Department of Transportation (MODOT) on or just prior to May 1, 2014.

1.1.2 Conduct research and investigation into existing utilities located within the project boundaries.

1.1.3 Prepare a preliminary project cost estimate and preliminary plan for the existing pressure sewer line relocation to be included within the relocation agreement executed between the City of Joplin and MODOT.

1.1.4 Meet with OWNER to discuss recommendations, project expectations, and costs.

1.1.5 Survey the project area and prepare bid documents, construction plans and specifications for the existing pressure sewer line relocation.

1.1.6 Assist the City with solicitation of bids, evaluating bids, assembling and issuing construction contract documents to successful bidder. This also includes providing clarifications and amendments during the bid process; and if required, the attendance of a pre-bid meeting.

1.1.7 Assist the City with a preconstruction conference.

1.1.8 Review and approve, or take other appropriate action in respect of shop drawings, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions proposed by contractors).

1.1.9 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.1.10 Conduct site visits as necessary to answer questions that may arise as to design concepts.

1.1.11 Reject work that is not in conformance with plans and specifications.

1.1.12 Inspect materials, review material certifications furnished by Contractor, and other materials as required.

1.1.13 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.1.14 Assist OWNER with preparation and submittal of MODOT project reimbursement requests.

1.1.15 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work

1.1.16 Participate in final inspection and provide the City with copies of project documentation diaries, test results, certifications, etc.

1.2 Resident Project Representation.

1.2.1 ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.2.2 Duties and Responsibilities of RPR.

1.2.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.2.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.2.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.2.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.2.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.2.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.2.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.2.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.2.2.9 Reports:

a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.2.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.2.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.2.2.12 Completion:
a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.2.3 Limitations of Authority. Resident project representative:

1.2.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.2.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.2.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.2.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

1.2.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.2.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.2.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.2.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.3 Right-of-Way/Easement Acquisition

1.3.1 Meet with affected property owners in an attempt to secure required easements for said sewer line relocation.

1.3.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.3.3. Obtain signed easement documents from willing participants.

1.3.4. In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.3.5. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any appraisals or any other evaluations required to determine the value of proposed easements shall be the responsibility of the OWNER.

1.3.6. Provide OWNER with copies of all executed copies of obtained easements for the purposes of recording with the County. All fees associated with the recording of easements shall be the responsibility of the OWNER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 4 weeks after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 2 month construction time period. Right-of-Way/Easement Acquisition efforts shall begin immediately upon receipt of Notice To Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attached RATE SCHEDULE 2014; with a total compensation ceiling of $52,500, as set forth in Work Authorization Number 4, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Design Phase	$14,500
Bidding and Construction Phase	$9,000
Resident Project Representative	$24,000
Right-of-Way/Easement Acquisition	$5,000
Total	$52,500

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2014

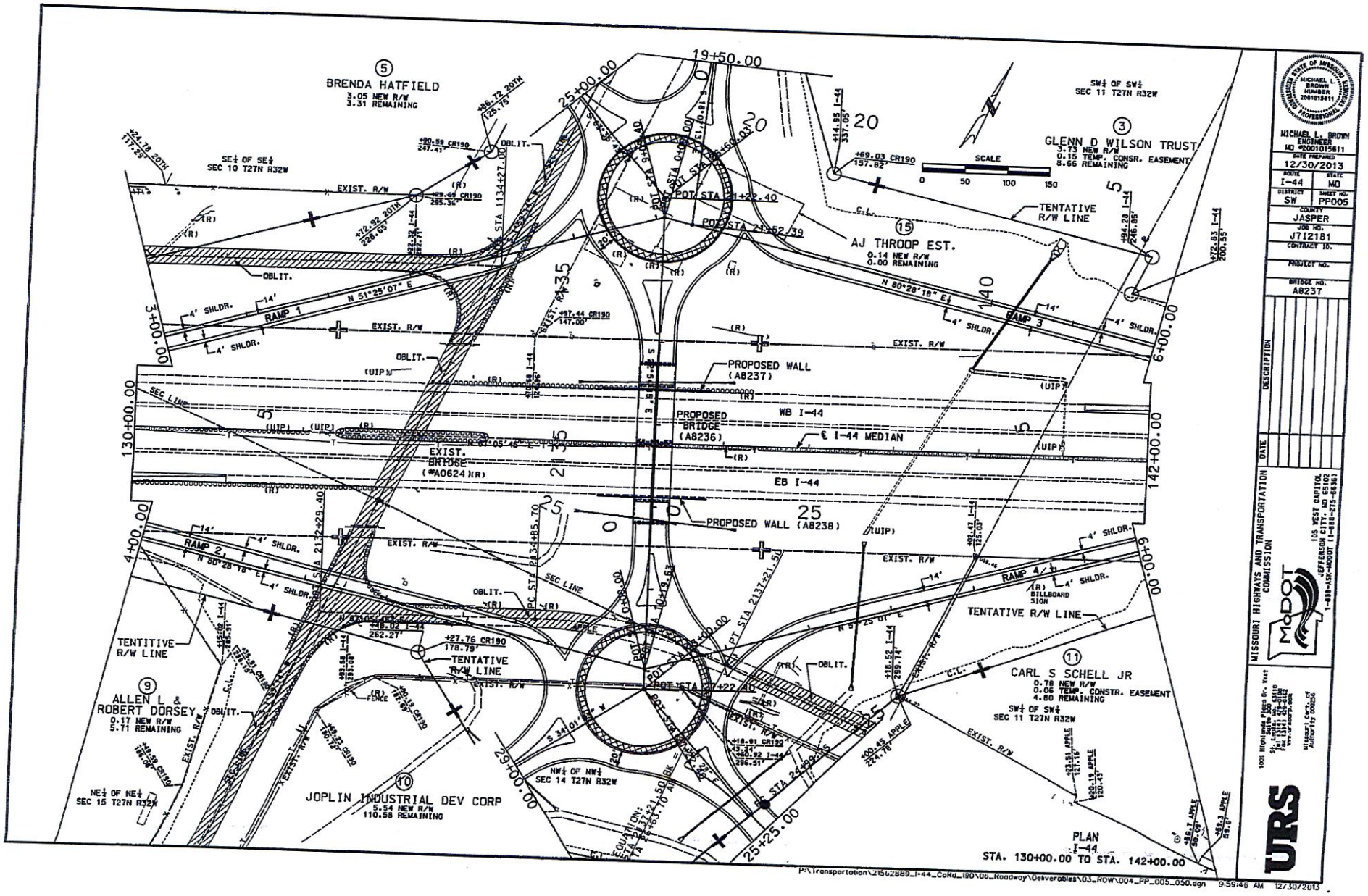
LABOR RATES

Position	Hourly Billing Rate 01/01/2014 thru 12/31/2014
Principal/Engineer IV	175
Principal/Engineer III	160
Project Manager/Engineer II	140
Project Manager/Engineer I	125
Designer/Technician III	96
Designer/Technician II	84
Designer/Technician I	78
Two-Man GPS Survey Crew	165
One-Man GPS Survey Crew	125
Three-Man Survey Crew	180
Two-Man Survey Crew	140
Registered Land Surveyor II	150
Registered Land Surveyor I	130
Survey Party Chief	78
Survey Crew Member	63
Right of Way Specialist	100
Construction Inspector III	96
Construction Inspector II	84
Construction Inspector I	78
Secretary/Assistant	63
Print Specialist	63

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%



PRELIMINARY

COUNCIL BILL NO. 2014-136 **ORDINANCE NO.**

AN ORDINANCE approving by and between the City of Joplin and Allgeier Martin & Associates. An Agreement 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.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Allgeier Martin & Associates an Agreement 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).

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2014, by a _____ vote.

ATTEST:

_____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer fund, 415-4542-540-8680 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance