

**AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITIES OF GLADSTONE, BELTON, HARRISONVILLE, LAWSON, LEE'S SUMMIT, LIBERTY, RAYTOWN, SUGAR CREEK AND WOOD HEIGHTS, MISSOURI TO FACILITATE THE IMPLEMENTATION OF THE NEIGHBORHOOD STABILIZATION PROGRAM.**

Legislative Findings

1. The Missouri Department of Economic Development (DED) manages the State of Missouri's Neighborhood Stabilization Program (NSP) which, among other characteristics, provides grant funding for code enforcement, property rehabilitation public improvements and the purchase, rehabilitation and resale of foreclosed properties to qualified families; and
2. The cities of Gladstone, Belton, Harrisonville, Lawson, Lee's Summit, Liberty, Raytown, Sugar Creek and Wood Heights expressed a desire to work together to assist in the redevelopment of foreclosed homes in their communities and jointly filed an NSP application with the DED entitled "First Suburb's Neighborhood Stabilization Fund Category #3" (NSP3);
3. The NSP3 grant would provide the nine participating cities with emergency assistance to help lessen the negative effects caused by rising foreclosures and declining property values by reversing the incidence of property abandonment, property maintenance, code violations, and the inability of homeowners to stay in their homes as a result of current economic conditions; and
4. The nine cities were awarded a Community Development Block Grant – Neighborhood Stabilization Program in the amount of \$2,295,125.00; and
5. The City Council finds that the City's participation in this Interlocal Agreement is in the best interests of the City and its citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD HEIGHTS, MISSOURI AS FOLLOWS:**

**THAT**, the Mayor and City Council authorize and direct the City Manager to execute the Interlocal Agreement between the Cities of Gladstone, Belton, Harrisonville, Lawson, Lee's Summit, Liberty, Raytown, Sugar Creek and Wood Heights on behalf of the City of Wood Heights to facilitate the implementation of the Neighborhood Stabilization Program; and

**FURTHER THAT**, this ordinance shall be in effect from and after passage and approval.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WOOD HEIGHTS, MISSOURI, THIS 5<sup>TH</sup> DAY OF JANUARY 2010.**

\_\_\_\_\_  
John D. Allen, Mayor

Attest:

\_\_\_\_\_  
Kimberly Easley, City Clerk

**NEIGHBORHOOD STABILIZATION PROGRAM**  
**INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT is made between the city of Gladstone, the city of Belton, the city of Harrisonville, the city of Lawson, the city of Lee's Summit, the city of Liberty, the city of Raytown, the city of Sugar Creek, and the city of Wood Heights, collectively referred to in this AGREEMENT as the PARTIES.

**WITNESSETH:**

WHEREAS, the Parties desire to work together to assist in the redevelopment of foreclosed homes;

WHEREAS, the Parties have designated the city of Gladstone the Lead Party of the NSP3 grant;

WHEREAS, the city of Gladstone has received on behalf of the Parties a grant (grant agreement attached as Exhibit 1) from the Missouri Department of Economic Development under NSP3, a HUD program, to acquire, rehab, and sell abandoned properties in targeted areas of the Parties;

WHEREAS, the Parties desire to cooperatively carry out the NSP3 program in their communities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term. The term of this Agreement shall commence on the date hereof and terminate once all activities under NSP3 as outlined in Exhibit 1 have been completed and closed out as certified by the Missouri Department of Economic Development.
2. Program Administrator. The Parties shall select a Program Administrator to administer the program on behalf of the Parties based on the RFP process.
3. Program Operator. The Parties shall select a Program Operator to acquire property, identify and qualify homeowners, complete mortgage transactions, evaluate and rehab properties and perform other program activities on behalf of the Parties based on the RFP process.
4. Environmental Review. The Program Administrator is responsible for all environmental reviews.
5. Responsibilities of Lead Party. The responsibilities of the Lead Party in connection with this Agreement are:

- 5.1. Received and administer NSP3 grant funds and execute a grant agreement with the Missouri Department on Economic Development;
  - 5.2. Execute an agreement with the selected Program Administrator;
  - 5.3. Execute an agreement with a Program Operator;
  - 5.4. Ensure that all NSP3 Program Requirements are fulfilled.
6. Responsibilities of the Parties. The responsibilities of the Parties in connection with the Program are:
- 6.1. Cooperate with the Lead Party in good faith in the administration of the NSP3 program;
  - 6.2. Comply with all NSP3 Program Requirements applicable to the activities to be carried out by such Party under this Agreement, without limiting the extent to which the Lead Party is ultimately responsible for ensuring that all NSP3 Program Requirements are complied with.
  - 6.3. Provide the Lead Party or their designee with all information required for the effective operation of the Program.
  - 6.4. Appoint a representative as the principal contact for the NSP3 program.
7. Amendments. This agreement may only be amended by mutual agreement of all parties in writing.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by resolution of their council, alderman, or board of their respective city as of the day and year noted on the resolution.

**LEAD PARTY:**

**City of Gladstone, Missouri**

**PARTIES:**

**City of Belton, Missouri**

**City of Harrisonville, Missouri**

**City of Lawson, Missouri**

**City of Lee's Summit, Missouri**

**City of Liberty, Missouri**

**City of Raytown, Missouri**

**City of Sugar Creek, Missouri**

**City of Wood Heights, Missouri**

**EXHIBIT 1**

**COMMUNITY DEVELOPMENT BLOCK GRANT -  
NEIGHBORHOOD STABILIZATION PROGRAM**



**MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT - NEIGHBORHOOD STABILIZATION PROGRAM  
FUNDING APPROVAL**

under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) as amended,  
and Title III of Division B of the Housing and Economic Recovery Act of 2008 (Public Law 110-289)



<b>1. NAME AND ADDRESS OF GRANTEE</b> <b>Gladstone</b> <b>7010 N. Holmes</b> <b>Gladstone, Missouri 64118</b> <b>Clay County</b>					<b>10. PROJECT DESCRIPTION</b> (indicate specific scope of each activity regardless of funding source)  <b>Acquisition, rehabilitation and resale of foreclosed homes to income qualifying persons. Beneficiaries must be at or below 50% of area median household income.</b>  <b>No acquisition or rehabilitation activities, regardless of funding source, may commence prior to the completion of the NSP environmental review and the issuance of the Authority to Use Grant Funds.</b>				
<b>2. PROJECT NUMBER</b> <b>2008-DN-302</b>		<b>3. SEN. DIST.</b> <b>17</b>		<b>REP. DIST.</b> <b>33</b>					
<b>4. POPULATION</b> <b>26,384</b>		<b>5. NO. OF UNITS</b> <b>53</b>							
<b>6. GRANT AWARD DATE</b> <b>07/20/09</b>		<b>7. GRANTEE FYE DATE</b> <b>6/30</b>							
<b>8. MAXIMUM CDBG-NSP GRANT AMOUNT AWARDED</b> <b>\$2,295,125</b>									
<b>9. APPROVED ACTIVITIES, COSTS, AND FUNDING STRATEGY</b>					<b>NATIONAL OBJECTIVE: LMMI</b>  <b>LMI PERSONS: 100.0%      LMI FAMILIES: 100.0%</b>				
PROGRAM ACTIVITY	ACT. NO.	REQ. ENV. REV.(1)	TOTAL	CDBG-NSP FUNDS(2)	MATCHING FUNDS				
					CASH	IN-KIND	PRIVATE	OTHER STATE/FED	
Acquisition	1	Y	\$ 1,067,500	\$ 1,067,500					
Rehabilitation	2	Y	\$ 1,067,500	\$ 1,067,500					
Administration	8	N	\$ 160,125	\$ 160,125					
<b>TOTAL</b>			<b>\$ 2,295,125</b>	<b>\$ 2,295,125</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	
(1) Funds for activities that are conditioned subject to an environmental review may not be incurred or obligated until a written "Authority to Use Grant Funds" is issued by DED. (2) This column represents the maximum amount of CDBG-NSP funds approved for each activity; the grantee may transfer funds between activities an amount not to exceed \$10,000 or 10% of the total CDBG-NSP allocation, whichever is less, except administration.									
<b>PREPARED BY</b> <b>Andy Papen</b>					<b>DATE</b> <b>07/20/09</b>				



## GRANT AGREEMENT

(DED Form GA-2006)

STATE OF MISSOURI

DEPARTMENT OF ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT – NEIGHBORHOOD STABILIZATION PROGRAM

This grant agreement is made by and between the State of Missouri, Department of Economic Development (DED), herein called "the State" or "DED", and the City herein called the "Grantee", pursuant to the authority of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, herein referred to as "The Act" and commonly referred to as the Community Development Block Grant Program (CDBG), and pursuant to Title III of Division B of the Housing and Economic Recovery Act of 2008 (Public Law 110-289), herein referred to as "HERA" and commonly referred to as the Neighborhood Stabilization Program (NSP). The Grantee's submissions (including "Assurances") for NSP assistance, Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 570, the State's Substantial Amendment to the FY-2008 "Consolidated Plan", the State's FY-2008 CDBG Administrative Manual and the State's FY-2008 CDBG Program Guidelines (as now in effect and as may be amended from time to time), which are incorporated by reference, together with the DED Funding Approval form, and any special conditions, which are hereto attached, constitute part of this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Grantee agree as follows:

- (1) Subject to the provisions of this Grant Agreement, the State will make the funding assistance for Federal fiscal year 2008 specified in the attached DED Funding Approval form available to the Grantee upon execution of the Agreement by the parties. The obligation and utilization of the funding assistance provided is subject to the requirements for a release of funds by the State under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.
- (2) The Grantee agrees to assume all of the responsibilities for environmental review, decision making and actions, as specified and required in Section 104(g) of the Act and published in 24 CFR Part 58.
- (3) The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), Sections 104(d), 104(k) and 105(a)(11) of the Act.
- (4) The grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35, State statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300 – 324 of RSMO and implementing Work Practice Standards at 19 CSR 30-70; and compliance with OSHA regulations at 29 CFR 1926.
- (5) The Grantee agrees to accept responsibility for adherence to this Agreement by subrecipient entities to which it makes funding assistance available.
- (6) The Grantee agrees that any and all such amount of local funds or in-kind (force account) services or materials indicated in the attached Funding Approval form shall be equal to or greater than the amount indicated.
- (7) The Grantee agrees that any proposed construction-related activity budget variances (from the Funding Approval form) in excess of 10% of the amount of this Agreement or \$10,000 (whichever is a lesser amount) shall be approved by DED in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Grantee's governing body in advance of an obligation of such activity. No variance is allowed for non-construction activities such as administration, engineering, audit, and inspection, unless approved by DED.
- (8) The Grantee agrees to complete the project in its entirety as indicated in the Funding Approval form unless amended in writing by agreement of all parties.
- (9) The Grantee agrees to comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements, including, but not limited to, the requirement that a grant recipient must repay to the State, upon sale of the CDBG-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Administrative Manual.
- (10) The Grantee agrees that any NSP funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to DED if they have been drawn to the Grantee's local depository, or cancelled if such funds have not been drawn.
- (11) The Grantee agrees to comply with OMB Circular A-133, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984, and to provide DED with all required audits. The CFDA # is 14.228.
- (12) The Grantee agrees that State and HUD officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
- (13) The Grantee agrees that all funds received under this Agreement shall be held and used by the Grantee for the purpose of accomplishing the project only and none of the funds so held or received shall be diverted to any other use or purpose.
- (14) The Grantee agrees that any material prepared by the Grantee or persons or firms employed or contracted by the Grantee shall not be subject to copyright, and the State shall have the unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
- (15) The Grantee agrees to comply with the terms of the DED conflict of interest policy.

- (16) The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Grantee's obligations.
- (17) The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the State's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987.
- (18) The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 and also agrees to enforce applicable State 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.
- (19) Any Grantee receiving over \$100,000 in NSP funds agrees to carry out the terms of the "Certification Regarding Government-Wide Restriction on Lobbying" attached hereto and made a part hereof by signing same.
- (20) The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri's wetlands.
- (21) The Grantee agrees to obtain and comply with all relevant state and/or federal permits and licenses related to construction and operation of any development activity funded with NSP. The Grantee agrees and understands that copies of those permits and licenses shall be made available to CDBG, DED, or HUD at request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict access by the Grantee to the grant funds made available by this Agreement.
- (22) In the event that the State or an audit has determined that the Grantee has failed to comply with this Agreement, the Grantee shall perform remedial actions to correct the deficiency, as determined by the State, which may include:
  - (a) Repayment or reimbursement of NSP funds spent inappropriately to the State or the local NSP fund (at DED's discretion);
  - (b) The return of NSP funds deposited at the Grantee's local financial institution to the State;
  - (c) The return of any equipment, materials or supplies purchased, leased or lease purchased using NSP funds to DED or the supplier;
  - (d) Other actions as the State deems appropriate.

Such actions shall be performed by the Grantee in the time period specified by the State in writing to the Grantee. The State may refuse requests for NSP funds by the Grantee or other actions as the State deems appropriate to ensure proper performance of the terms of this agreement.

- (23) The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Grantee has failed to comply with the conditions of this Agreement. The State shall notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. The Grantee shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Grantee's duty to cancel all outstanding obligations that are legally possible.
- (24) The State and Grantee each binds himself to his successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.
- (25) The State agrees that it may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Grantee's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year indicated in the Funding Approval form.

GRANTEE (CITY/VILLAGE/COUNTY):  
TYPED NAME:

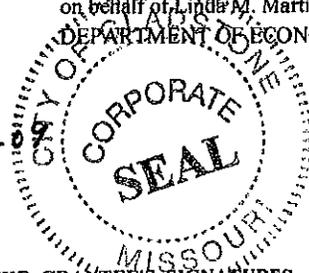
STATE OF MISSOURI  
TYPED NAME:

SIGNATURE *Karl L. Johnson* 8-12-09  
CHIEF EXECUTIVE OFFICER DATE  
(City Mayor, Village Board Chairman, or  
Presiding County Commissioner)

SIGNATURE *Sarah Schuette* 8/18/09  
Sarah Schuette, Director of Administration DATE  
on behalf of Linda M. Martinez, Director  
DEPARTMENT OF ECONOMIC DEVELOPMENT

TYPED NAME:

SIGNATURE *Cathy Swenson* 8-12-09  
ATTEST (City, Village, or County Clerk, or DATE  
other official of the Grantee)



**NOTE: THE GRANTEE'S SEAL MUST BE AFFIXED OVER THE GRANTEE'S SIGNATURES. IF NO SUCH SEAL EXISTS, IT MUST BE PROPERLY NOTARIZED. THREE COPIES WITH ORIGINAL AND TYPED SIGNATURES ARE REQUIRED.**

**EXHIBIT 2**

**NEIGHBORHOOD STABILIZATION PROGRAM – CATEGORY 3**

**CONTACT INFORMATION**

***NEIGHBORHOOD STABILIZATION PROGRAM – CATEGORY 3***  
***Contact Information***

**City of Gladstone:**

Primary Contact:

Alan D. Napoli  
Building Official  
City of Gladstone  
7010 N. Homes Street  
Gladstone, MO. 64118  
816.423.4112  
816.436.2228 (fax)  
[AlanN@gladstone.mo.us](mailto:AlanN@gladstone.mo.us)

Secondary Contact:

Richard King  
Public Information Coordinator  
City of Gladstone  
7010 N. Holmes Street  
Gladstone, MO. 64118  
816.423.4097  
816.436.2228 (fax)  
[RichardK@gladstone.mo.us](mailto:RichardK@gladstone.mo.us)

Secondary Contact:

Chris Helmer  
Planning Specialist  
City of Gladstone  
7010 N. Holmes Street  
Gladstone, MO. 64118  
816.423.4109  
816.423.2228 (fax)  
[ChrisH@gladstone.mo.us](mailto:ChrisH@gladstone.mo.us)

**City of Belton:**

Primary Contact:

Jay C. Leipzig  
Director of Community Planning and Development  
City of Belton  
520 Main  
Belton, MO. 64012  
816.331.4331  
816.331.6973 (fax)  
[jleipzig@belton.org](mailto:jleipzig@belton.org)

**City of Harrisonville:**

Primary Contact:

Rick Deluca  
Director of Community Development  
City of Harrisonville  
300 Pearl Street  
Harrisonville, MO. 64701  
816.380.8912  
[rdeluca@ci.harrisonville.mo.us](mailto:rdeluca@ci.harrisonville.mo.us)

**City of Lawson:**

Primary Contact:

Dawn Probasco  
City Administrator  
City of Lawson  
103 S. Pennsylvania Avenue  
Lawson, MO. 64062  
816.580.3217  
[cityadmin@cityoflawsonmo.org](mailto:cityadmin@cityoflawsonmo.org)

Secondary Contact:

Brian LaFavor  
Chief of Police  
City of Lawson  
103 S. Pennsylvania Avenue  
Lawson, MO. 64062  
816.580.3217  
[chieflafavor@lawsonpolice.com](mailto:chieflafavor@lawsonpolice.com)

**City of Lee's Summit:**

Primary Contact:

Mark Dunning  
Director of Codes Administration  
City of Lee's Summit  
220 SE Green Street  
Lee's Summit, MO. 64063  
816.969.1202  
816.969.1201 (fax)  
[Mark.Dunning@cityofls.net](mailto:Mark.Dunning@cityofls.net)

**City of Liberty:**

Primary Contact:

Jonna Wensel  
Community Development Manager  
City of Liberty  
101 E. Kansas  
Liberty, MO. 64068  
816.439.4537  
816.439.4513 (fax)  
[jwensel@ci.liberty.mo.us](mailto:jwensel@ci.liberty.mo.us)

**City of Raytown:**

Primary Contact:

John Benson  
Senior Planner  
City of Raytown  
10000 E. 59<sup>th</sup> Street  
Raytown, MO. 64133  
816.737.6075  
816.737.6064 (fax)  
[johnb@raytown.mo.us](mailto:johnb@raytown.mo.us)

Secondary Contact:

Beth Linn  
Director of Community Development  
City of Raytown  
10000 E. 59<sup>th</sup> Street  
Raytown, MO. 64133  
816.737.6075  
816.737.6164 (fax)  
[bethl@raytown.mo.us](mailto:bethl@raytown.mo.us)

**City of Sugar Creek:**

Primary Contact:

Marilyn Evans  
Administrative Assistant  
City of Sugar Creek  
103 S. Sterling  
Sugar Creek, MO. 64054  
816.252.4400  
816.252.7082 (fax)  
[mevans@sugar-creek.mo.us](mailto:mevans@sugar-creek.mo.us)

**City of Wood Heights:**

Primary Contact:

JD Allen  
Mayor  
City of Wood Heights  
2089 E. Ridge Drive  
Wood Heights, MO. 64024  
816.630.7900  
[woodheightsmo@yahoo.com](mailto:woodheightsmo@yahoo.com)